STATE OF TEXAS §

COUNTY OF DUVAL §

Tax Abatement Agreement between Duval County, Texas, and Cazadores Solar LLC

This Tax Abatement Agreement (the "**Agreement**") is made and entered into by and between Duval County, Texas ("**County**"), a political subdivision of the State of Texas acting through its duly elected officers, and Cazadores Solar LLC **("Owner")**, a Delaware limited liability company, either County or Owner may be referred to as a **"Party"** (together, **"Parties"**). This Agreement shall become effective upon final signature by both Parties (which date shall be the "**Effective Date**"), and this Agreement shall remain in effect until the expiration of the Term (as defined herein), unless earlier terminated pursuant to other provisions of this Agreement.

I. Authorization

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as amended, and by the Duval County Tax Abatement Policies and Guidelines (as defined below).

II. Definitions

As used in this Agreement, the following terms shall have the meaning set forth below:

A. "Abatement" means the full or partial exemption from the County's Maintenance and Operations (M&O) ad valorem taxes on property in the Reinvestment Zone (a defined term) as provided herein. Abatement shall not apply to County's Interest and Sinking (I&S), Duval County Emergency Services District No. 2, Duval County Groundwater District, Vocational School District nor its Farm-to-Market Road fund tax rates.

B. "Abatement Period" means the ten-year period described in Paragraph IV(B)(1) of this Agreement during which period the Abatement applies.

C. "Base Year" means the Calendar Year in which the Effective Date of this Agreement occurs.

D. "Base Year Value" means the assessed value of the Eligible Property located in the Reinvestment Zone as the effective date of this Agreement

E. “Calendar Year” means each year beginning on January 1 of that year, and ending on December 31 of that year.

F. “Certificate” means a letter, provided by Owner to the County that certifies the Project and Improvements have achieved Commercial Operations, identifies in detail the assets that are the Project and Improvements (including those that are still under construction) and further states the overall Nameplate Capacity of Generation of the entire Project and Improvements.

G. “Certified Appraised Value,” means the appraised value, for property tax purposes, of Owner’s Eligible Property (including the Project and Improvements) within the Reinvestment Zone as certified by the Duval County Appraisal District (“County Appraisal District”) for each tax year.

H. “Commercial Operations Date” (“COD”) means the date upon which the Owner’s Project and Improvements commence Commercial Operations.

I. “Commercial Operations” means that the Project and Improvements have become commercially operational and placed into service for the purpose of generating electricity for sale in one or more commercial markets.

J. “Default Notice” means a written notice delivered by one Party to the other Party under paragraph VIII(A) of this Agreement. A Default Notice must be delivered in accordance with the requirements of paragraph XI of this Agreement.

K. “Deferral Payment” means an amount of money paid by Owner to County to defer or extend the date of termination of this Agreement as set forth in paragraph VIII(A) for a period of one (1) year. There shall be no more than one (1) Deferral Payment permitted by this Agreement.

L. “Development Period” means the period between the Effective Date of this Agreement and COD.

M. “Development Period Payment” means a payment by Owner to County during the Development Period.

N. “Duval County Tax Abatement Policies and Guidelines” means those policies and guidelines originally adopted by the Duval County Commissioners’ Court on May 9, 2024, and updated and reauthorized on June 8, 2026, a copy of which are attached to this Agreement (“Attachment B”); sometimes referred to as “Policies and Guidelines.”

O. “Eligible Property” means Owner’s property located in the Reinvestment Zone eligible for Abatement under Duval County’s Policies and Guidelines, including new, expanded, or modernized buildings and structures; fixed machinery and equipment; site improvements; office space; other related fixed improvements; other tangible items necessary to the operation and administration of a project or facility; and all other real and tangible personal property permitted to receive tax abatement by Chapter 312 of the Texas Tax Code and Duval County's Policies and Guidelines. Taxes on Eligible Property may be abated only to the extent the property's value for a given year exceeds its value for the Base Year. Tangible personal property located in the Reinvestment Zone at any time before the date the Agreement is signed is not eligible for Abatement. Tangible personal property eligible for Abatement shall not be included in inventory or supplies.

P. "Force Majeure" includes events not reasonably within the control of the Party whose performance is sought to be excused thereby, including the following causes and events: acts of God and the public enemy, strikes, lockouts or other industrial disturbances, inability to obtain material or equipment or labor due to an event that meets the definition of a Force Majeure, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water washouts, inclement weather, arrests and restraint of rulers and people, interruptions by government or court orders, present or future orders of any regulatory body, civil disturbances, explosions, breakage or accident to machinery or lines, freezing of lines any laws, rules, orders, acts or restraint of government or governmental body or court, or the partial or entire failure of fuel supply or any other event that is beyond the reasonable control of the Party claiming Force Majeure.

Q. "Lender" means any entity or person providing, directly or indirectly, with respect to the Project and Improvements any (a) senior or subordinated construction, interim or long-term debt financing or refinancing, whether that financing or refinancing takes the form of private debt, public debt, or any other form of debt (including debt financing or refinancing), (b) a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure, (c) tax equity financing, (d) any interest rate protection agreements to hedge any foregoing obligations, and/ or (e) any energy hedge provider. There may be more than one Lender. Owner, at its election, may send written notice to the County with the name and notice information for any Lender.

R. "Local Outreach Plan" means the Local Outreach Plan attached to this Agreement (Attachment D).

S. "Nameplate Capacity of Generation" means the total or overall generating capacity of the photovoltaic solar panels included in the Project and Improvements on the Site (expressed as Megawatts ("MW") of alternating current ("AC")).

T. "Notice of Abatement Commencement" has the meaning assigned in Paragraph IV(B)(5) of this Agreement.

U. “Notice of Commencement of Site Construction” means that written notice provided by Owner to County in advance of beginning Site Construction.

V. “Notices” means all notices, demands, or other communications of any type as between the Parties (including a Default Notice), and such Notices shall be given in accordance with terms of this Agreement.

W. “Owner,” on the Effective Date, means Cazadores Solar LLC, a Delaware limited liability company, the entity that owns or during the term of this Agreement (or portion thereof) owns the Eligible Property for which Abatement is granted, and Owner includes any assignee or successor-in-interest of Cazadores Solar LLC. An “Affiliate” of an Owner refers to any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with Owner. For purposes of this definition, “control” of an entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise.

X. “Payment In Lieu of Taxes” or “PILOT” means a payment made by Owner to the County as described in Paragraph IV(F) of this Agreement.

Y. “Project and Improvements” means Eligible Property meeting the definition for improvements or tangible personal property provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure, or fixture erected on or affixed to the Site. For avoidance of doubt, the following constitute Project and Improvements when installed or constructed in the Reinvestment Zone: fixed machinery, equipment and process units which may consist of one or more electrical substations, underground and overhead electrical distribution and transmission facilities, solar panels, solar measurement equipment, foundations, pads, footings, mounting structures, supports, trackers, transformers, appurtenant electric equipment, communication cable, and data collection equipment.

Z. “Reinvestment Zone” means the reinvestment zone, as that term is defined in Chapter 312 of the Texas Tax Code, created by Duval County and known as the Cazadores Solar Reinvestment Zone,” by that Order Adopting and Designating a Reinvestment Zone in the Jurisdiction of Duval County, Texas, adopted and approved by the Duval County Commissioners’ Court on ______ a copy of which Order is attached to this Agreement (“Attachment A”).

AA. “Site” means the portion of the Reinvestment Zone leased by Owner upon which Owner intends to construct the Project and Improvements. The Site is described on “Attachment C” to this Agreement.

BB. “Site Construction” means any of the following work or services provided by or contracted by Owner and initiated at the Site: clearing of brush, grading of location, deposit of materials upon location, fencing, preparations for foundation(s) and/or structures, provisions for electrical service, and related work and services performed at the Site. For the avoidance of doubt, the following preliminary due activities shall not constitute Site Construction: environmental studies, cultural and/or historical studies, interconnection studies, solar studies, habitat or species studies, geotechnical studies, surveys, engineering studies, core sampling, equipment studies, or meteorological studies.

CC. “Term” means the period commencing on the Effective Date of this Agreement and ending on December 31 of the tenth Calendar Year after the commencement of the Abatement Period.

DD. “County Property Taxes” means all current or future property taxes at all property tax rates levied by or for the County Maintenance and Operations (“M&O”) ad valorem taxes. County Property Taxes does not include the County’s Interest and Sinking (“I&S”), Duval County Emergency Services District No. 2, Duval County Groundwater District, Vocational School District and Farm-to-Market Road ad valorem taxes.

III.
Project and Improvements in Reinvestment Zone

Owner anticipates constructing the following Project and Improvements on the Site, and Owner agrees to the payment of Development Period Payments as set forth herein.

A. Owner anticipates constructing its Project and Improvements on the Site allowing for photovoltaic solar powered electricity generation. The Project and Improvements are anticipated to consist of solar equipment in the Reinvestment Zone with a total Nameplate Capacity of Generation of approximately 300 MW (AC). The total Nameplate Capacity of Generation will vary depending on the type of solar equipment used and the size of the facility and shall at a minimum equal 250 MW (AC), but the Nameplate Capacity of Generation being less than 300 MW (AC) shall not affect the calculation of the minimum PILOT amount in Section IV(F), which is based on a Nameplate Capacity of 300 MW(AC). The Certified Appraised Value will depend upon annual appraisals by the Duval County Appraisal District. The Project and Improvements covered under this Agreement do not include construction of any other entity’s solar project or other entity’s battery storage project.

B. The Project and Improvements may also include any other property in the Reinvestment Zone owned or leased by Owner meeting the definition of “Eligible Property” and used by Owner to produce electricity and perform other functions related to the production, distribution, and/or transmission of electrical power. Other projects and improvements with other owners may be on the same real property, and such other projects and improvements will be identified, defined, and governed by independent tax abatement agreements between the County and other legal entities owning same.

C. Owner anticipates that planning and construction of its Project and Improvements will require one (1) to two (2) years, and that this planning and construction process will likely place additional burdens upon County. Therefore, and as additional consideration for this Agreement, Owner agrees to provide a Notice of Commencement of Site Construction to County thirty (30) days in advance of beginning any Site Construction; (2) make a Development Period Payment of $120,000.00 on or before the 1st day of the month after commencement of Site Construction; and (3) make a second Development Period Payment of $120,000.00 on or before the one year anniversary date of the first Development Period Payment. The Parties agree there shall be two (2) Development Period Payments.

D. Within thirty (30) days of Duval County Commissioners' Court vote to approve this Agreement, County shall present to Owner an itemized list of out-of-pocket costs and expenses incurred by County relating to this Agreement, which County costs and expenses shall be reimbursed by Owner to County within thirty (30) days of County's date of submission (such County costs and expenses not to exceed $50,000.00).

E. Owner may terminate this Agreement at any time prior to COD by written notice to the County for any reason, including Owner's decision to not construct the Project. Termination shall be effective on the date of the notice to the County, and Owner shall have no further obligations under this Agreement after such date.

F. If COD is achieved, Owner agrees to make an annual Payment in Lieu of Taxes, "PILOT," to the County of $450,000 per year plus $1,500.00 per MW (AC), or portion thereof, for each MW (AC) of Nameplate Capacity of Generation in excess of 300 MW (AC), for each year of the Abatement Period. Each PILOT described in this Paragraph IV(F) shall be due on January 31 of the Calendar Year following the Calendar Year for which the Abatement applies. By way of illustration, if Year 1 of the Abatement Period is 2027, then the PILOT owed for 2027 shall be due and payable on January 31, 2028. There shall be a total of ten (10) PILOTs under this Agreement. The method for calculation for each PILOT payment for each year of the Abatement Period shall be performed in the same manner for each year; that is, $450,000.00 + ($1500.00 x (Nameplate Capacity of Generation (expressed as MW (AC)) minus 300 MW (AC)).

IV.
Term and Portion of Tax Abatement; Taxability of Property

A. The County and Owner specifically agree and acknowledge that Owner's property in the Reinvestment Zone(s) shall be taxable in the following ways before, during, and after the Term of this Agreement:

1. Property not eligible for Abatement, if any, shall always be fully taxable;

2. The Certified Appraised Value of property existing in the Reinvestment Zones prior to execution of this Agreement shall always be fully taxable;

3. Prior to commencement of the Abatement Period, the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zones shall always be fully taxable;

4. During the Abatement Period, 100% of Duval County Property Taxes on the Certified Appraised Value of the Eligible Property shall be abated for the periods and in the amounts provided for by Paragraph IV(B) below; and

5. After expiration of the Abatement Period, 100% the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zones shall always be fully taxable, including during the remainder of the Term.

B. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of the Duval County Property Taxes assessed on the Eligible Property in the Reinvestment Zone(s) as follows:

1. Beginning on the earlier of (a) January 1 of the first Calendar Year after the COD or (b) January 1 of the Calendar Year within which Owner delivers to County a Notice of Abatement Commencement (as defined below), with such Calendar Year being "Year 1" of the Abatement Period; and ending upon the conclusion of ten (10) full Calendar Years thereafter (which 10-year period shall constitute the Abatement Period), the Abatement percentage shall be 100%.

2. The foregoing percentage of property taxes on the Certified Appraised Value of all Eligible Property described in the Certificate (and in place in the Reinvestment Zone) shall be abated for the entire Abatement Period. and shall be replaced by a ten-year series of Payments in Lieu of Taxes [PILOTs], as further defined herein;

3. The Base Year Value for the proposed Project and Improvements is agreed to be zero ($-0-).

4. Owner shall provide the Certificate to the County and to the County Appraisal District within thirty (30) days after the COD. The Certificate shall describe any ancillary facilities not required for Commercial Operations that are still under construction on the date that the Certificate is delivered, and if the Certificate indicates any such facilities exist, Owner will deliver an amended Certificate to the County within thirty (30) days after all Project and Improvements construction is complete. If such ancillary facilities meet the definition of "Eligible Property,"

such ancillary facilities, once completed, shall become part of the Project and Improvements eligible for the Abatement under this Agreement.

5. If Owner, at its sole election, desires that the Abatement Period begin prior to January 1st of the of the first Calendar Year after the COD, then Owner may deliver a notice to the County and County Appraisal District stating such desire (such notice being referred to herein as a "Notice of Abatement Commencement"). If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement: "Owner elects for the Abatement Period to begin on January 1, 202__." The year stated in the Notice of Abatement Commencement shall be the first year of the Abatement Period, and the Abatement Period shall extend for 10 years beyond such date. Owner shall only be permitted to deliver a Notice of Abatement Commencement if it anticipates achieving COD during the next Calendar Year. Owner shall still be required to deliver the Certificate on or before the date required in the preceding paragraph.

6. Notwithstanding any statement or implication in this Agreement to the contrary, the parties agree that the Abatement granted in this Agreement shall in no event extend beyond Year 10 of the Abatement.

C. All or a portion of the Project and Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that no such exemptions shall apply to the Project and Improvements.

D. Owner agrees that the Project and Improvements, once constructed, will remain in place for at least the remainder of the Term; provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Project and Improvements prior to that date.

1. In the event that Owner removes (and does not replace) a portion of the Project Improvements comprising an appraised value in the aggregate of not more than ten percent (10%) of the Certified Appraised Value of all Improvements, Owner's removal shall not be deemed a default under this Agreement if Owner pays to the County as liquidated damages for such removal, within thirty (30) days after demand, all taxes for such removed Improvements (which otherwise would have been paid to the County without benefit of a tax Abatement) with interest at the statutory rate under the Texas Tax Code, as amended, but without penalty, but with a pro rata credit for the portion of the PILOT applicable to the removed Improvements. IN THE EVENT OF THE REMOVAL OF NOT MORE THAN TEN PERCENT (10%) OF ALL IMPROVEMENTS AS DESCRIBED IN THIS SECTION IV(D)(1) WITHOUT A REPLACEMENT OF SUCH IMPROVEMENTS, THE SOLE REMEDY OF THE COUNTY, AND OWNER'S SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE COUNTY THE FULL AMOUNT OF ACTUAL TAXES ABATED AT ANY TIME UNDER THIS

AGREEMENT ON THE REMOVED IMPROVEMENTS WITH INTEREST, BUT LESS ANY TAX PAYMENTS OR PAYMENTS IN LIEU OF TAXES REMITTED TO THE COUNTY WITH RESPECT TO THE REMOVED IMPROVEMENTS (ALLOCATED ON A PRO RATA BASIS). OWNER'S REMOVAL SHALL NOT BE A DEFAULT UNDER THIS AGREEMENT SO LONG AS SUCH AMOUNT IS PAID TO THE COUNTY. IN THE EVENT THAT A PAYMENT IS OWED UNDER THIS SECTION IV(D)(1), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

2. In the event that Owner removes (and does not replace) a portion of the Project Improvements comprising an appraised value in the aggregate of more than ten percent (10%) of the Certified Appraised Value of all Improvements, Owner shall be in breach of this Section IV(D). IN THE EVENT OF A BREACH OF THIS SECTION IV(D), THE SOLE REMEDY OF THE COUNTY, AND OWNER'S SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE COUNTY THE FULL AMOUNT OF ACTUAL TAXES ABATED AT ANY TIME UNDER THIS AGREEMENT ON THE PROJECT AND IMPROVEMENTS, LESS ANY PAYMENTS IN LIEU OF TAXES MADE AT ANY TIME TO THE COUNTY FOR THE PROJECT AND IMPROVEMENTS. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(D), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

E. During the Abatement Period, County shall request that the County Appraisal District annually determine both (i) the Certified Appraised Value of the Eligible Property owned by Owner in the Reinvestment Zone, and (ii) the taxable value (taking into account the terms of the Abatement in this Agreement) of the Eligible Property owned by Owner in the Reinvestment Zone. The County Appraisal District shall record both the Certified Appraised Value and the abated taxable value of the Eligible Property in the County appraisal records. The Certified Appraised Value listed in the County appraisal records shall be the standard used for calculating the amount of taxes to be recaptured by the County in the event that the County is entitled to recapture abated taxes under this Agreement as further described in this Agreement.

F. If COD is achieved, Owner agrees to make an annual Payment in Lieu of Taxes, "PILOT," to the County of $450,000 per year plus $1,500.00 per MW (AC), or portion thereof, for each MW (AC) of Nameplate Capacity of Generation in excess of 300 MW (AC), for each year of the Abatement Period. Each PILOT described in this Paragraph IV(F) shall be due on January 31 of the Calendar Year following the Calendar Year for which the Abatement applies. By way of illustration, if Year 1 of the Abatement Period is 2027, then the PILOT owed for 2027 shall be due and payable on January 31, 2028. There shall be a total of ten (10) PILOTs under this Agreement. The method for calculation for each PILOT payment for each year of the Abatement Period shall be performed in the same manner for each year; that is, \$450,000.00 + (\$1500.00 x (Nameplate Capacity of Generation (expressed as MW (AC)) minus 300 MW (AC)).

V.
Decommissioning

The County and Owner agree that the intent and purpose of Section V is to require Owner's compliance with the decommissioning and restoration requirements in Texas Utilities Code chapter 302 (the "Decommissioning Statute"). The County acknowledges that Owner has entered into confidential agreements with each landowner whose real property will be leased for construction and operation of the Project and Improvements within the Reinvestment Zone that requires compliance with the Decommissioning Statute.

VI.
Covenants

During the term of this Agreement, Owner shall:

A. Separately identify labor and materials in any contracts for construction of the Project and Improvements in the taxable amount of \$50,000.00 or more for the purposes of determining sales and use tax pursuant to Section 151.056 (b) of the Texas Tax Code resulting in the value of the materials being separately identified from other costs and state that the situs of any local sales, and use tax paid and related thereto, will be Duval County, Texas, to the extent such situs is consistent with Texas sales tax law.

B. Make a good faith effort to require all contractors and vendors of materials to be used in the construction of the Project and Improvements to make Duval County, Texas, the situs of local sales and use taxes; provided, however, Owner's commitments related to the selection of contractors and vendors is governed solely by the Local Outreach Plan, and Owner may not require contractors and subcontractors to report local sales and use taxes in a manner inconsistent with Texas sales tax law.

C. At time of delivery of the Notice of Commencement of Site Construction, Owner shall provide to the Duval County Emergency Manager (the County Judge) the following to the extent within Owner's possession or control:

    1. Engineering drawings illustrating pre and post development topographic information.
    2. Hydrology studies listing required drainage structures that provide protection against excessive erosion damage.
    3. Internal site-road layouts and relevant site road construction drawings that document Owner's plans to construct all-weather access to accommodate the provision of emergency services, including fire protection.

4. Project’s Geotechnical Report.
5. Project’s Phase 1 Environmental Site Assessment.
6. Project’s Stormwater Pollution Prevention Plan.
7. List of materials used in the Solar Panels and Battery Modules along with any Material Safety Data Sheets (“MSDS”) or warnings that are relevant to the handling, installation, or maintenance of the equipment.
8. Emergency Management Plans for Construction and Operation of the Facility

VII.
Representations

The County and Owner make the following respective representations:

A. Owner represents and agrees that (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Project and Improvements to be placed on the Site; (ii) construction of the proposed Project and Improvements will be performed by Owner, its successors and/or assigns and/or their contractors or subcontractors; (iii) Owner’s and its successors’ and assigns’ use of the Project and Improvements will be limited to the use described in this Agreement (and ancillary uses) during the Abatement Period, which use County has determined is consistent with its general purpose of encouraging development or redevelopment of the Reinvestment Zone; (iv) all representations made in this Agreement are true and correct in all material respects to the best of Owner’s knowledge; (v) Owner will make any filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required now or in the future; (vi) Owner agrees to conduct an environmental study for the Project and Improvements in accordance with state and federal law and meet or exceed the permit requirements identified by the environmental study; (vii) Owner agrees to observe all state and federal law restricting the diversion and impoundment of the natural flow of surface water across the Project and Improvements; (viii) Owner shall comply with all laws governing the environmental toxicity emitted by the Project and Improvements; and (ix) Owner agrees that in the event of any assignment of this Agreement, said assignment shall include a commitment by the successor and/or assignee to be bound by the terms and conditions of this Agreement.

B. The County represents that (i) the County has formally elected to be eligible to grant property tax abatements under Chapter 312 of the Tax Code; (ii) the Reinvestment Zone has been designated and this Agreement has been approved in accordance with Chapter 312 of the Texas Tax Code and the Policies and Guidelines as both exist on the effective date of this Agreement; (iii) this Agreement was approved in compliance with all requirements in Chapter 312 of the Texas Tax Code, including the posting of the 30-day notice required by Tax Code sec. 312.207; (iv) no interest in the Project and Improvements is held, leased, or subleased by a member of the Duval County Commissioners’ Court, (v) that the property within the Reinvestment Zone and the Site is located within the legal boundaries of Duval County and outside the boundaries of all municipalities located in Duval County; and (vi) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

VIII.
County Road Use Agreement, Access to and Inspection of Property by County Employees, and Periodic Statement of Compliance

A. Owner and the County have entered into a separate road use agreement simultaneous with the execution of this Agreement. The road use agreement shall govern Owner's use of the County's roads and Owner's obligations with respect to repair and maintenance of the County's roads.

B. Owner shall allow the County's employees and consultants access to the Site for the purpose of inspecting the Project and Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner forty-eight (48) hours' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Project and Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.

C. Owner shall, on or before May 1 of each Calendar Year after COD, certify annually to the County its compliance with this Agreement by providing a written statement of compliance to the County Judge and a copy to the Duval County Appraiser.

IX.
Default, Remedies, Recapture and Limitation of Liability

The following provisions apply to allow for termination of this Agreement, the rights of a defaulting and a non-defaulting party, recapture in the event of a default by Owner, and the County's limitation of liability. The Parties agree as follows:

A. If the Site Construction does not commence on or before the third (3^{rd}) anniversary date of the Effective Date, then this Agreement is automatically terminated. County is not required to provide any notice of this automatic termination (other than this Agreement which provides such notice).

B. At Owner's sole election, Owner – after the second (2^{nd}) anniversary of the Effective Date and before the third (3^{rd}) anniversary of the Effective Date – may make a Deferral Payment in the amount of $100,000.00 which amount paid to Duval County shall extend the automatic termination of this Agreement as set forth in paragraph IX(A) by one (1) year. In the event such a Deferral Payment is timely made, this Agreement is automatically terminated on the fourth (4th) anniversary date of the Effective Date if Site Construction does not commence prior to such date. County is not required to provide any notice of this automatic termination (other than this Agreement which provides such notice).

C. If a Party is in breach or default of this Agreement, then the non-defaulting Party may provide the defaulting Party written notice ("Default Notice") specifying a material breach or default of the Agreement that is not excused by occurrence of an event of Force Majeure. The defaulting party shall be allowed a cure period of sixty (60) days after the delivery of the Default Notice, or if such breach/default cannot be cured within such sixty (60) day period, the defaulting party shall provide notice and written justification to have such additional time, up to ninety (90) additional days, to cure such default as is reasonably necessary as long as such defaulting party has commenced remedial action to cure and continues to diligently and timely pursue the completion of such remedial action before the expiration of the maximum one hundred fifty (150) day cure period). If a Party provides a Default Notice to a defaulting Party and there is no occurrence of Force Majeure, and the defaulting Party fails or refuses to timely cure as permitted herein, then the Party providing the Default Notice may exercise its default remedies set forth in this Agreement.

D. If Owner files a petition in bankruptcy, or if any involuntary petition in bankruptcy or petition for an arrangement pursuant to the federal bankruptcy code is filed against Owner, or if a receiver is appointed for the benefit of Owner, or if Owner makes or attempts to make assignment of this Agreement to a creditor, such event shall be a default by Owner, and after the delivery of a Default Notice and the expiration of the applicable cure period, the County may exercise its default remedies set forth in this Agreement.

E. Notwithstanding any provisions of this paragraph IX, if any default arises from a violation of law resulting from a change in law or a change in the interpretation or enforcement of law by a governmental entity, then such default shall not give rise to the exercise of default remedies (including the termination of this Agreement) so long as the defaulting party acts in accordance with a commercially reasonable plan of action to minimize the effect of such default prepared by the defaulting party and delivered to the other party.

F. The County shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of Force Majeure. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty (20) 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 (including securing alternative supply sources) and after doing so shall resume performance as soon as possible.

G. The County shall notify Owner and any Lender (but only if the County has been provided with the name and notice information of the Lender) of any default of this Agreement by delivery of a Default Notice in the manner prescribed herein. The Default Notice shall specify the basis for the declaration of default, and the defaulting party shall have the periods of time specified herein to cure any default. If Owner provides notice to the County of the existence of a Lender as may be permitted herein, and includes the Lender's contact information, then the County shall be required to deliver a copy of any Default Notice to the Lender at the same time the County delivers the Default Notice to Owner. Such Lender shall have the right to cure any Owner default on Owner's behalf and shall be entitled to the same cure periods provided for Owner under this Agreement.

H. If Owner believes that any alleged termination is improper, Owner may file suit in Duval County, Texas challenging the allegation of termination. OWNER'S SOLE REMEDY WILL BE REINSTATEMENT OF THIS AGREEMENT AND SPECIFIC PERFORMANCE BY THE COUNTY.

I. If Owner, after a material breach or default and after the receipt of Default Notice from County that is not excused by the occurrence of Force Majeure, fails to timely cure, the County shall be entitled to terminate or cancel the Agreement and recover the County Property Taxes abated under this Agreement through the termination date, including all applicable penalties, interests, and attorneys' fees, less any PILOTs paid by Owner to County under the terms of this Agreement. All recaptured taxes must be paid within sixty (60) days after notice of same to Owner. Penalty and interest shall not begin to accrue upon such sums until the first day of the month following thirty (30) days' notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.

J. LIMITATION OF OWNER'S LIABILITY TO COUNTY: THE TERMINATION OF THE AGREEMENT (RESULTING IN OWNER'S FORFEITURE OF ANY RIGHT TO ABATEMENT HERE UNDER BEYOND THE TERMINATION DATE) AND RECAPTURE OF THE COUNTY PROPERTY TAXES ABATED (BUT LESS ANY PILOTS PAID BY OWNER PRIOR TO TERMINATION), ALONG WITH ANY REASONABLY INCURRED COURT COSTS, PENALTIES, INTEREST, AND/OR ATTORNEYS' FEES, SHALL BE THE COUNTY'S SOLE REMEDY AS AGAINST OWNER, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO TAKE ANY ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS

PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OR DEFAULT OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

K. Any Default Notice delivered to Owner and any Lender under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH DUVAL COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND RECAPTURE OF TAXES ABATED PURSUANT TO THE AGREEMENT (PLUS COURT COSTS, PENALTIES, INTEREST, AND/OR ATTORNEYS' FEES).

L. Statutory Tax Lien: The amount of tax abated each year under the terms of this Agreement shall continue to be secured by the statutory tax lien pursuant to Section 32.01 of the Texas Tax Code which shall continue in existence from year to year throughout the entire term of the Agreement or until all taxes, whether assessed or recaptured, are repaid in full.

M. Delinquent Taxes: In the event that the Owner allows its ad valorem tax obligation relating to any property located within Duval County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, then such failure shall be a default by Owner, and County, at County's sole discretion, may deliver a Default Notice in accordance with Section IX(C) and pursue its remedies under this Agreement if such default is not timely cured.

X.
Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute, or regulation of Duval County or the State of Texas.

XI.
Assignment of Agreement

This Agreement may be assigned by Owner to another, in such manner as is expressly permitted by the terms, provisions, and conditions of this Agreement.

A. The rights and responsibilities of Owner hereunder may be assigned in whole or in part, only after obtaining the County's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment by Owner under this paragraph without first obtaining the consent of the County shall be a default under this Agreement subject to the notice provisions, cure provisions, remedies, and other terms and conditions of Article VIII above. Owner shall give forty-five (45) days' written notice of any intended assignment to the County, and the County shall respond with its consent or refusal within thirty-five (35) days after receipt of Owner's notice of assignment. If the County responds to Owner's notice of assignment with a refusal, the parties agree to work together in good faith to resolve the County's objections to the assignment.

B. Owner's assignment of the Agreement shall be final only after the execution of a formal document between Owner, the assignee, and the County (with the County's signature limited to providing consent to the assignment). Neither Owner's notice of an intended assignment nor the County's formal consent to an intended assignment shall constitute an assignment of the Agreement. Owner's request for the County's consent to assignment shall not obligate Owner to assign the Agreement.

C. No assignment under Paragraph X(A) shall be allowed if (a) the County has declared a default hereunder that has not been cured within all applicable notice and cure periods, or (b) the assignee is delinquent in the payment of PILOT payments or ad valorem taxes owed to the County or any other taxing jurisdiction in the County, unless consented to in writing by the County or other taxing jurisdiction in the County to which a delinquent PILOT or delinquent ad valorem taxes are owed.

D. Upon any assignment and assumption under Paragraph X(A) of Owner's entire interest in the Agreement, Owner shall have no further rights, duties or obligations under the Agreement. Upon any assignment and assumption under Paragraph X(A) of only a portion of Owner's interest in the Agreement (for example, if only a portion of the Project and Improvements is transferred by Owner to a third party), then (i) each of Owner and each assignee of a portion of this Agreement shall be considered an Owner under this Agreement, (ii) the County shall cause the property taxes owed by each Owner (including each assignee) to be separately assessed, and (iii) neither of the Owner parties (including each assignee) shall have any further rights, duties, or obligations under the Agreement as to the portion of the Project and Improvements owned by another Owner party (including that assignee).

E. In addition to its rights under Paragraph X(A), Owner may, without obtaining the County's consent, mortgage, pledge, or otherwise encumber its interest in this

Agreement or the Project and Improvements to a Lender for the purpose of financing the operations of the Project and Improvements or constructing the Project and Improvements or acquiring additional equipment following any initial phase of construction. Owner's encumbering its interest in this Agreement may include an assignment of Owner's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In the event Owner takes any of the actions permitted by this subparagraph, it may provide written notice of such action to the County with such notice to include the name and notice information of the Lender. If Owner provides the name and notice information of a Lender to the County, then the County shall be required to provide a copy to such Lender of all Notices delivered to Owner at the same time that the Notice is delivered to Owner. If Owner does not provide the name and notice information of a Lender to the County, then such Lender shall not have the notice rights or other rights of a Lender under this Agreement. The County agrees to reasonably cooperate with Owner and Lenders in the execution of any financing consents, estoppels or amendments requested by the Lenders as a condition of their financing.

XII.
Notices

All notices (including each Default Notice) shall be given in accordance with this Section. All notices shall be in writing and delivered, by commercial delivery service to the office of the person to whom the notice is directed (provided that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; or by recognized overnight delivery service as evidenced by a bill of lading, or by facsimile transmission. Notices delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same; and facsimile notice shall be effective upon receipt by the sender of an electronic confirmation. Each and every Default Notice shall be given by at least two (2) methods of delivery and in a manner consistent with Section VIII (F). All notices (including each and every Default Notice) shall be mailed or delivered to the following addresses:

To the Owner: Cazadores Solar LLC
8000 IH-10 West, Suite 1201
San Antonio, Texas 78230
Attn: Director, Project Development

With copy to:
Cazadores Solar LLC
8000 IH-10 West, Suite 1201
San Antonio, Texas 78230
Attn: Legal Department

To the County: County Judge Arnoldo Cantù
Duval County Courthouse
400 E. Gravis
San Diego, Texas 78384
Phone: 361 279-6200
Email: Arnoldo.cantu@co.duval.tx.us

Any party may designate a different person to whom notice shall be provided by giving the other Party at least ten (10) days' written notice in the manner prescribed above.

XIII.
Severability

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid sections or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

XIV.
Applicable Law and Venue

This Agreement shall be construed under 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 for any legal action related to this Agreement shall be exclusively in the state or federal courts of Duval County, Texas.

XV.
Amendment

Except as otherwise provided, the Parties may modify this Agreement hereto only upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

XVI.
Policies and Guidelines

This Agreement is entered into by the Parties consistent with the Duval County Tax Abatement Polices and Guidelines. To the extent this Agreement modifies any requirement or procedure set forth in the in the Polices and Guidelines or is inconsistent or in conflict with any provision of the Policies and Guidelines, the Policies and Guidelines are deemed amended, or a variance granted therefrom, for purposes of this Agreement only and this Agreement shall control.

XVII.
Entire Agreement

This Agreement contains the entire and integrated Tax Abatement Agreement between the County and Owner, and supersedes all other negotiations and agreements, whether written or oral, between the Parties. This Agreement has not been executed in reliance upon any representation or promise, except those contained herein.

XVIII.
Relationship of the Parties

This Agreement will not be construed as establishing a partnership, joint venture, joint enterprise, or express or implied agency between the Parties. Under no circumstances shall Owner, or any of Owner's employees, look to Duval County as his/her employer, or as a partner, agent or principal. Neither Owner nor any of Owner's employees shall be entitled to any benefits accorded to Duval County's employees, including without limitation worker's compensation, disability insurance, or vacation or sick pay.

XIX.
Local Outreach Plan

Owner shall comply with the provisions of the Local Outreach Plan as set forth in Attachment D, incorporated herein by reference as if set forth in full for all intents and purposes.

XX.
Community Engagement

As further consideration for the Abatement granted by the County under this Agreement, Owner agrees to make a one-time payment (the "Community Engagement Payment") in the amount of $125,000 payable to Duval County for the County's purchase of any community need as may be determined in the sole judgment of the Duval County Commissioners' Court. The Community Engagement Payment required by this paragraph shall be due and payable to Duval County thirty (30) days after Owner delivers the Notice of Site Construction. If this Agreement terminates prior to Owner delivering the Notice of Site Construction, the Community Engagement Payment is not owed by Owner.

XXI.
[Reserved.]

XXII.
Terminology and Definitions

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all genders; the singular shall include the plural, and the plural shall include the singular. Unless the context otherwise requires, the word "including" shall mean "including but not limited to".

XXIII.
Rule of Construction

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised drafts of this Agreement, and the Parties hereby agree that the language in all parts of this Agreement shall be in all cases construed according to its fair meaning and shall not be strictly construed for or against any Party.

XXIV.
Immunity

Duval County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement, and/or performance of the functions and obligations described herein.

XXV.
No Rights Created

Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall not create any rights or benefits on behalf of any other person not a party to this Agreement, and this Agreement shall be effective only as between the Parties hereto, their successors and permitted assigns.

XXVI.
Headings

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

XXVII.
Waiver

The failure on the part of any Party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

XXVIII.
No Third-Party Beneficiaries

This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

XXIX.
Counterparts

This Agreement may be executed in 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.

XXX.
Authorization

Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

XXXI.
Binding Effect

This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

XXXII.
Execution and Delivery

A copy of this Agreement that is signed and transmitted by facsimile transmission, electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper documents bearing the original signature.

XXXIII.
Incorporation of Recitals and Exhibits

Each exhibit attached hereto are hereby incorporated herein by reference for all intents and purposes.

XXXIV.
Required Provisions

A. Undocumented Workers Provision. Pursuant to Chapter 2264 of the Texas Government Code, Owner certifies that as of the Effective Date of this Agreement and throughout the Term of this Agreement, Owner does not and will not knowingly employ an undocumented worker (as defined in Section 2264.001 of the Texas Government Code), and if Owner is convicted of a violation of 8 U.S.C. § 1324a(f) occurring during the Term of this Agreement, after exhaustion of all rights of appeal, Owner shall repay to the County the amount of the abatements received by Owner under this Agreement, plus interest at the Wall Street Journal prime rate announced by and as quoted in Wall Street Journal, from time to time, as its prime commercial rate or, if the Wall Street Journal prime rate ceases to be made available by the publisher, or any successor to the publisher, a similar reference interest rate based on the interest large United States money center commercial banks charge on short term uninsured loans to their most creditworthy borrowers, not later than the 120th day after the date the Owner's conviction becomes final.

B. Non-Boycott of Israel Provision. In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), Owner verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Owner is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

D. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if Owner employs at least ten (10) full-time employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the County, Owner represents that: (1) Owner does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) Owner will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association.

E. Verification Against Discrimination Company Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2276, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if Owner employs at least ten (10) full-time employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the County, Owner represents that: (1) Owner does not boycott energy companies; and (2) Owner will not boycott energy companies during the Term of this Agreement.

[remainder of this page intentionally blank]

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by Duval County as authorized by the Duval County Commissioners Court, and as executed by the Owner's representative on the respective dates shown below.

DUVAL COUNTY, TEXAS

By: ______________________________ Date:__________________________

___________________, County Judge

____

Attest:

____

County Clerk

OWNER:
Cazadores Solar LLC, a Delaware limited liability company

By: ______________________________

Print Name: Sabah Bayatli

Print Title: President

Attachment A

Attached is the Order Designating the Duval County Cazadores Solar Reinvestment Zone.

Attachment B

Duval County's Tax Abatement Policies and Guidelines.

Attachment C

Description of the Site of the Project and Improvements.

A map of the Project Site is attached.

The Project and Improvements are described as follows:

Cazadores Solar LLC proposes to construct an approximate 300 MW (AC) Photovoltaic solar facility that would be sited on approximately 2,277 acres of land approximately 3 miles South of the city of Realitos in Duval County (see attached Site map). "Project and Improvements" includes all Eligible Property in the Reinvestment Zone necessary for the commercial operations of the proposed solar project.

- underground collection systems
- transmission lines
- electrical interconnections,
- roads
- control systems necessary for commercial generation of electricity
- solar modules/panels
- racking and mounting structures
- inverters boxes
- combiner boxes
- SCADA systems,
- transformers,
- fire suppression systems
- meteorological equipment
- maintenance and operations building
- paving
- fencing
- electrical substations

Attachment D

LOCAL OUTREACH PLAN

A. In connection with the preparation, construction and operation of the Project and Improvements in Duval County, Owner and its agents shall make reasonable attempts to:

1. Utilize Duval County individuals and businesses for materials, labor and services, provided nothing in this paragraph shall require Owner to use services and supplies that are not of similar quality to those provided by residents or businesses outside of Duval County or are not made available on terms and/or at prices comparable to those offered by residents or businesses outside of Duval County; and

2. In filling positions of employment connected with the Project and Improvements, Owner and its contractors and agents shall use commercially reasonable efforts to employ individuals who reside within the borders of Duval County, provided nothing in this paragraph shall require Owner or its contractors or agents to employ Duval County residents who are not (i) equally or more qualified than nonresidents; or (ii) are not available for employment on terms and/or at salaries comparable to those required by nonresidents.

B. In no event shall Owner or its contractors discriminate against Duval County residents or businesses in employment or in the purchase of goods and services in connection with the construction and operation of the Project and Improvements in Duval County.

C. Owner and any contractors or agents which Owner plans to use to complete any phase of construction, development, or operation of the Project and Improvements, and who may require additional labor and/or services to complete said construction, development, and/or operation, shall hold a job and contracting information session in San Diego, Texas, prior to beginning physical construction of the Project and Improvements – at which information session shall be provided the construction, development, and operation and hiring needs of the Project and Improvements. Notice relating to the time, place, and scope of the information session shall be published in the local or regional newspaper seven (7) days in advance of any such information session.