

**Tax Abatement Agreement  
between  
Carson County, Texas and Yellow Rose Solar Project LLC**

*State of Texas*

*County of Carson*

This Tax Abatement Agreement (the “**Agreement**”) is made and entered into by and between Carson County, Texas (the “**County**”), acting through its duly elected officers, and Yellow Rose Solar Project LLC, a Delaware limited liability company, the “**Owner**” of Eligible Property (as defined below) to be located on real property located in the Carson County Reinvestment Zone (as defined below) described in this Agreement. This Agreement shall become effective upon final signature by both parties (which date shall be the “**Effective Date**”), and shall remain in effect until expiration of the Term, unless otherwise terminated as provided herein.

**Recitals**

WHEREAS, the County has indicated its election to be eligible to participate in tax abatements by resolution;

WHEREAS, the County adopted the Guidelines and Criteria by resolution on or about May 13, 2025;

WHEREAS, the Commissioners Court of Carson County, Texas (the “**County Commissioners Court**”) desires to promote economic development within its jurisdiction as authorized by the Property Redevelopment and Tax Abatement Act, as amended (Texas Tax Code § 312.001, et seq., as amended, and referred to herein as the “**Act**”), and the Guidelines;

WHEREAS, on November 10, 2025, a hearing before the County Commissioners Court was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing in the local newspaper of general circulation in the County and the delivery of written notice to the respective presiding officers of each taxing entity that includes within its boundaries real property that is to be included in the Carson County Reinvestment Zone (as defined below);

WHEREAS, the County Commissioners Court, after conducting a hearing, having heard evidence and testimony, and prior to considering this Agreement, found, based on the evidence and testimony presented to it, that the Carson County Reinvestment Zone met the criteria set forth in the Act, for the creation of a reinvestment zone, and the Guidelines and Criteria, in that it was reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would benefit the property and contribute to the economic development of the County and that the entire tract of land was located entirely within an unincorporated area of the County;

WHEREAS, the County Commissioners Court finds that entering into this Agreement will serve the best interests of the County and its citizens and comply with the Guidelines and Criteria by:

A. Enhancing and diversifying the economic and industrial bases of the County;

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B. Contributing to the retention and expansion of primary employment; and

C. Attracting major investment that will be of benefit to and contribute to the economic development of the County.

WHEREAS, the County Commissioners Court finds that the contemplated use of the Site (as defined below) and the contemplated Improvements (as defined below) as set forth in this Agreement, and the other terms of this Agreement, will encourage development of the Carson County Reinvestment Zone, are in accordance with the purposes for its creation, and are in compliance with the Guidelines and Criteria and all applicable laws;

WHEREAS, Owner's (as defined below) use of the Site is expected to favorably influence the economic and employment base of the County;

WHEREAS, the County finds that the Improvements sought are feasible and practicable and will be of benefit to the real property located in the Carson County Reinvestment Zone, to the Site, and to the County after expiration of this Agreement;

WHEREAS, the County finds that the terms of this Agreement, the proposed Improvements, and Eligible Property subject to this Agreement meet the Guidelines and Criteria;

WHEREAS, on November 10, 2025, the County Commissioners Court approved and authorized both Carson County Reinvestment Zone and the execution of this Agreement;

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by law, to the presiding officers of the governing bodies of each of the taxing units in which the property subject to this Agreement is located; and

NOW, THEREFORE, in consideration of these Recitals, premises, the promises, mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Owner agree as follows:

### **I. Authorization**

This Agreement is authorized and governed by the Act and by the Guidelines and Criteria (as defined below).

### **II. Definitions**

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

- A. **"Abatement"** means the full exemption from County ad valorem taxes on property located in the Carson County Reinvestment Zone as provided herein.
- B. **"Abatement Period"** means with respect to each Phase of the Project, the ten (10)-year period described in Paragraph IV.B.1 of this Agreement during which the Abatement with respect to each Phase of the Project will apply.

- C. **“Affiliate”** means any Entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Entity. 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 such Entity or (ii) the right to direct the management or operation of such Entity whether by ownership (directly or indirectly) of securities or other equity interests, by contract or otherwise.
- D. **“Base Year”** means the Calendar Year in which the Effective Date occurs.
- E. **“Calendar Year”** means each year beginning on January 1 and ending on December 31.
- F. **“Carson County Reinvestment Zone”** means the reinvestment zone, as that term is defined in the Act, known as “Reinvestment Zone 13” created by Carson County by that certain [Resolution Adopting and Designating a Reinvestment Zone in the Jurisdiction of Carson County, Texas], which was adopted and approved by the Carson County Commissioners’ Court on November 10, 2025, a copy of which resolution is attached to this Agreement as Attachment A. The fact that the designation of the Carson County Reinvestment Zone may expire before this Agreement terminates shall not effect the terms and conditions of this Agreement.
- G. **“Certificate”** means a letter, provided by the Owner to the County with respect to each Phase of the Project that certifies that such Phase of the Project has achieved Commercial Operations, outlines the Eligible Property (including the Improvements) included in such Phase of the Project (including those that are still under construction), and states the PV Solar Nameplate Capacity and the BESS Nameplate Capacity for such Phase of the Project.
- H. **“Certified Appraised Value”** means the appraised value, for property tax purposes, of Owner’s Eligible Property (including the Improvements) within the Carson County Reinvestment Zone as certified by the Carson County Appraisal District (**“County Appraisal District”**) for each tax year after a final determination of any valuation protest or appeal by Owner pursuant to applicable law.
- I. **“COD”** means the date that a Phase of the Project commences Commercial Operations.
- J. **“Commercial Operations”** means that a Phase of the Project has become commercially operational and placed into service for the purpose of generating electricity for sale on one or more commercial markets.
- K. **“Default Notice”** means a written notice of default delivered by one party to the other under Paragraph VII.A of this Agreement. Default Notices must be delivered in accordance with the requirements of Paragraph X of this Agreement.
- L. **“Eligible Property”** means property eligible for Abatement under the Guidelines and Criteria, 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 the Act and the Guidelines and Criteria. 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 Carson County Reinvestment Zone at any time before the date this Agreement is signed (the Effective Date) is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.

- M. **"Entity"** means a partnership, corporation, limited liability company, association, trust, or other entity.
- N. **"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: natural disasters and acts of God or the public enemy, strikes, lockouts or other industrial or labor disputes or disturbances, inability to obtain materials, spare parts, equipment or labor, partial or entire failure of fuel supply, wars (declared or undeclared), blockades, insurrections, riots, civil unrest, civil disturbances or other violence, epidemics, landslides, lightning, tornados, volcanic activity, earthquakes, fires, storms, floods, high water washouts, inclement weather, explosions, breakage, freezing or accident to machinery or lines, any laws, rules, proclamations, regulations, orders, demands, requirements, restraints, actions, or failures to act of any court, governmental body or utility, or any other event that is beyond the reasonable control of the party claiming Force Majeure.
- O. **"Guidelines and Criteria"** means the *Resolution Expressing the Intent of the County to Participate in Tax Abatement Agreements and Establishing Guidelines and Criteria for Such Agreements*, adopted by the Carson County Commissioners Court on May 13, 2025, a copy of which is attached to this Agreement as Attachment B.
- P. **"Improvements"** means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure, fixture, or fence erected on or affixed to the land.
- Q. **"Lender"** means any Entity or person providing, directly or indirectly, with respect to the Improvements, the Project, including the ownership, development, construction or operation thereof, any of (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 and re-financing), (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 of the foregoing obligations, (e) any energy hedge provider, and (f) any other financing or

refinancing. 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 plan addressed in Article XVI and attached to this Agreement as Attachment D.
- S. **“Nameplate Capacity”** means the generating capacity of the Improvements on the Site (as designated in megawatt ACunits) and as specified for each Phase of the Project in such Phase’s Certificate.
- T. **“Notices”** means all notices, demands, or other communications of any type given in accordance with this Agreement, including Default Notices. Notices shall be delivered in accordance with Paragraph X of this Agreement.
- U. **“Owner”** on the Effective Date, means Yellow Rose Solar Project LLC, a Delaware limited liability company, the Entity that owns or leases the Site and that will own the Eligible Property for which the Abatement is being granted, and also includes any assignee(s) or successor(s)-in- interest of such party.
- V. **“Payment In Lieu of Taxes”** or **“PILOT”** means a payment made by Owner to the County described in Paragraph IV.G of this Agreement.
- W. **“Phase”** means each of the anticipated phases of the development and construction of the Project, including Phase 1, Phase 2, and Phase 3.  
**“Phase 1”** means the first Phase of the Project.  
**“Phase 2”** means the second Phase of the Project.  
**“Phase 3”** means the third Phase of the Project.
- X. **“Project”** means the construction and operation of the Improvements on the Site as defined in Paragraph III.A of this Agreement.
- Y. **“Site”** means the portion of the Carson County Reinvestment Zone owned or leased by Owner and on which Owner makes the Improvements and installs and constructs the Eligible Property for which the Abatement is granted hereunder. The Site is described on Attachment C to this Agreement.
- Z. **“Term”** means the period commencing on the Effective Date of this Agreement and ending on December 31 of the last to occur of the tenth (10<sup>th</sup>) Calendar Year after the commencement of the Abatement Period for Phase 1, Phase 2, or Phase 3 of the Project, unless terminated earlier in accordance with the terms and conditions hereof.

### **III. Improvements in Carson County Reinvestment Zone**

- A. Owner anticipates constructing Improvements located partially on the Site and partially in Potter County, Texas, consisting of a solar powered electric generating facility comprised of photovoltaic solar (“**PV Solar**”) and a battery energy storage system (“**BESS**”) (the “**Project**”). The estimated PV Solar Nameplate Capacity for the Project is 1,200 to 1,500 megawatts AC and the estimated BESS Nameplate Capacity for the Project is 500 to 750 megawatts AC. The Project is anticipated to be constructed in three Phases, herein referred to as Phase 1, Phase, 2 and Phase 3. Each Phase will be located partially on the Site and partially in Potter County, Texas. The PV Solar Nameplate Capacity and BESS Nameplate Capacity, if any, for each Phase will vary depending on the type of equipment used and the size of each facility. The Certified Appraised Value will depend upon annual appraisals by the County Appraisal District.
- B. The Improvements will also include any other property in the Carson County Reinvestment Zone owned or leased by Owner meeting the definition of “Eligible Property” that is used to produce electricity and perform other functions related to the production, distribution, and transmission of electrical power, or that is otherwise related to the production of electricity.
- C. Owner anticipates that Phase 1 of the Project will achieve Commercial Operations within two (2) years after construction begins on the Project. Owner anticipates that Phase 2 of the Project will achieve Commercial Operations within four (4) years after construction begins on the Project. Owner anticipates that Phase 3 of the Project will achieve Commercial Operations within six (6) years after construction begins on the Project.

**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 Carson County Reinvestment Zone 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 be fully taxable at all times;
  - 2. The Certified Appraised Value of property existing in the Carson County Reinvestment Zone, if any, prior to the Effective Date shall be fully taxable at all times;
  - 3. Prior to the commencement of the Phase 1 Abatement Period, the Certified Appraised Value of real and personal property owned by Owner located in the Carson County Reinvestment Zone, if any, shall be fully taxable;
  - 4. During each Abatement Period, all categories of County property taxes on the Certified Appraised Value of the Eligible Property covered by the Certificate for such Abatement Period shall be abated for the periods and in the amounts as provided for by Paragraph IV.B below; and

5. After expiration of the Abatement Period for any Phase of the Project, 100% of the Certified Appraised Value of all Improvements that are owned by Owner and described in the applicable Abatement Period's Certificate (and actually in place in the Carson County Reinvestment Zone) shall be fully taxable.
- B. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of all categories of County property taxes assessed on the Eligible Property in the Carson County Reinvestment Zone as follows:
1. The Abatement Period for each Phase of the Project will be as follows:
    - (i) The Abatement Period with respect to Phase 1 of the Project (the "**Phase 1 Abatement Period**") will begin on the earlier of (a) January 1 of the first Calendar Year after the COD of Phase 1 of the Project or (b) January 1 of the Calendar Year identified by Owner with respect to Phase 1 of the Project (with such Calendar Year being "Year 1" of the Phase 1 Abatement Period) and ending upon the conclusion of the ten (10) full Calendar Years thereafter (which 10-year period shall constitute the Abatement Period for Phase 1 of the Project).
    - (ii) The Abatement Period with respect to Phase 2 of the Project (the "**Phase 2 Abatement Period**") will begin on the earlier of (a) January 1 of the first Calendar Year after the COD of Phase 2 of the Project or (b) January 1 of the Calendar Year identified by Owner with respect to Phase 2 of the Project (with such Calendar Year being "Year 1" of the Phase 2 Abatement Period) and ending upon the conclusion of the ten (10) full Calendar Years thereafter (which 10-year period shall constitute the Abatement Period for Phase 2 of the Project).
    - (iii) The Abatement Period with respect to Phase 3 of the Project (the "**Phase 3 Abatement Period**") will begin on the earlier of (a) January 1 of the first Calendar Year after the COD of Phase 3 of the Project or (b) January 1 of the Calendar Year identified by Owner with respect to Phase 3 of the Project (with such Calendar Year being "Year 1" of the Phase 3 Abatement Period) and ending upon the conclusion of the ten (10) full Calendar Years thereafter (which 10-year period shall constitute the Abatement Period for Phase 3 of the Project).
  2. During the Abatement Period for each Phase, all County property taxes on the Certified Appraised Value of all Improvements described in the applicable Phase's Certificate (and actually in place in the Carson County

Reinvestment Zone) shall be abated for such Phase's entire Abatement Period.

3. During each Abatement Period, all County property taxes on the Certified Appraised Value of any and all otherwise taxable Eligible Property owned by Owner and located in the Carson County Reinvestment Zone shall be abated for the entire Abatement Period.
4. As of January 1, of the Base Year, the value of the proposed Improvements is zero (0) and as of the Effective Date of the Agreement Owner owns no tangible personal property located at the Site.
5. Owner shall provide a Certificate to the County and to the County Appraisal District within sixty (60) days after the COD for each Phase of the Project. The Certificate for each Phase shall describe any ancillary facilities not required for Commercial Operations that are still under construction for such Phase on the date that the Phase's Certificate is delivered, and if the Certificate indicates any such facilities exist, Owner will deliver an amended Certificate for such Phase to the County within sixty (60) days after all construction with respect to that Phase of the Project is complete. If they meet the definition of "Eligible Property," such ancillary facilities, once completed, shall become part of the Improvements eligible for the Abatement for the applicable Phase under this Agreement. Notwithstanding the preceding, any supplemental Improvements, meeting the definition of "Eligible Property", constructed or added to the Site during a specific Phase's Abatement Period, but after the delivery of the Certificate or an amended Certificate for such Phase is issued by Owner, shall qualify for Abatement and be subject to the annual PILOT in accordance with the other provisions of this Agreement; provided, Owner shall issue an amended Certificate for such Phase within sixty (60) days after the completion of the addition of any supplemental Improvements. The Certificate shall include a survey depiction and legal description with respect to the land in the particular Phase entering into abatement.
6. Owner's failure to issue a Certificate timely or Owner's omission of any required data from a Certificate shall not disallow any otherwise applicable Abatement so long as Owner within thirty (30) days after Notice by County issues a required Certificate or corrected Certificate.
7. If Owner, at its sole election, desires that the Abatement Period with respect to any Phase of the Project begin prior to January 1 of the first Calendar Year after the COD of any Phase of the Project, 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 for Phase \_\_ to begin on January 1, \_\_\_\_". The year

stated in the Notice of Abatement Commencement shall be the first year of the applicable Phase's Abatement Period, and the applicable Phase's Abatement Period shall extend for ten (10) years beyond such date. If Owner elects to deliver a Notice of Abatement Commencement, Owner shall deliver the Certificate to the County and to the County Appraisal District at the times and otherwise in accordance with Paragraph IV.B.5. The Notice of Abatement Commencement shall include a survey depiction and legal description with respect to the land in the particular Phase entering into abatement.

8. Notwithstanding any statement or implication in this Agreement to the contrary, the parties agree that the Abatement granted in this Agreement with respect to any Phase of the Project shall in no event extend beyond ten (10) years for such Phase of the Project.
- C. All or a portion of the Improvements may be eligible for complete or partial exemption from property 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 Improvements.
  - D. Owner agrees that the Improvements, for the Project, once constructed, will remain in place for at least twenty years (20) years from COD for each Phase of the Project; provided that nothing herein prevents Owner from replacing equipment or fixtures comprising such Improvements prior to that date. IN THE EVENT OF A BREACH OF THIS PARAGRAPH 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 REMOVED IMPROVEMENTS, LESS ANY PILOT MADE AT ANY TIME TO THE COUNTY. 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 for each Phase, the 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 Carson County 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 Carson County 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 (which taxable value shall be zero (0) for each of the years during the Abatement Period for each Phase). 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.

- F. Nothing in this Agreement shall limit Owner's right to protest and contest any appraisal or assessment of the Project in accordance with applicable law. The values finally determined in proceedings relative to any such protest or contest by Owner will be Certified Appraised Values of the Project or Improvements for purposes of this Agreement, including any recapture of abated taxes under this Agreement, and will not affect the amount of the PILOT payable by Owner under this Agreement.
  
- G. Owner agrees that Phase 1, if constructed, shall achieve Commercial Operations on or before December 31, 2028; provided, Owner shall have the unilateral right on written request to the County to receive up to five one-year extensions of the required date to achieve Commercial Operations. On Owner's written election delivered to the County at any time prior to December 31, 2028, the required date to achieve Commercial Operations shall be extended to December 31, 2029. If Owner requests a second one-year extension, at any time prior to December 31, 2029, then on Owner's written election delivered to the County accompanied by the payment of a one-time fee of One Hundred Thousand Dollars (\$100,000.00) to the County, the required date to achieve Commercial Operations shall be further extended to December 31, 2030. If Owner requests a third one-year extension at any time prior to December 31, 2030, then on Owner's written election delivered to the County accompanied by the payment of a one-time fee of Two Hundred Thousand Dollars (\$200,000.00) to the County, the required date to achieve Commercial Operations shall be further extended to December 31, 2031. If Owner requests a fourth one-year extension at any time prior to December 31, 2031, then on Owner's written election delivered to the County accompanied by the payment of a one-time fee of Three Hundred Fifty Thousand Dollars (\$350,000.00) to the County, the required date to achieve Commercial Operations shall be further extended to December 31, 2032. Finally, if Owner requests a fifth one-year extension at any time prior to December 31, 2032, then on Owner's written election delivered to the County accompanied by the payment of a one-time fee of Five Hundred Thousand Dollars (\$500,000.00) to the County, the required date to achieve Commercial Operations shall be further extended to December 31, 2033. The payments specified in this paragraph are due and payable only if Owner in its sole discretion elects to make such payments as consideration to extend the required date for Commercial Operation. The extension provision shall apply to all subsequent Phases based upon Owner's anticipated initial COD.
  
- H. For each Phase of the Project, if such Phase's Improvements are constructed, COD is achieved for such Phase, and the Owner receives the Abatement for such Phase contemplated by this Agreement, Owner agrees to make an annual PILOT for such Phase to the County in the amount set forth in the table below and for each year of the relevant Phase's Abatement Period. The PILOT for each Phase of the Project will be based on the direct current Nameplate Capacity of the PV Solar, if any, and BESS, if any, Improvements on the Site that are listed in and covered by the Certificate for such Phase of the Project. Each PILOT described in this Paragraph IV.H shall be due on December 1 of the Calendar Year for which the Abatement applies and is considered late if not received by the following January 31. Owner

shall pay each PILOT by check or other method of payment agreed to by the Owner and the County to County. By way of illustration, if Year 1 of the Phase 1 Abatement Period is 2028, then the Phase 1 PILOT owed for 2028 shall be due and payable on December 1, 2028. There shall be a total of ten (10) PILOTS for each Phase under this Agreement. For the avoidance of doubt, the PILOT payments for each Phase will be calculated based only on the installed alternating current Nameplate Capacity of PV Solar (if any) and BESS (if any) for such Phase and only with respect to PV Solar and BESS that is located on the Site in the Carson County Reinvestment Zone.

<b><u>Phase 1 PILOT</u></b>	PV Solar PILOT Amount (Per MW of Phase 1 <u>Nameplate Capacity (AC)</u> )	BESS PILOT Amount (Per MWhr (megawatt hour) of Phase 1 <u>Nameplate Capacity (AC)</u> )
<u>Year of Abatement Period</u>		
Years 1-10	\$1,750	\$1,250
<b><u>Phase 2 PILOT</u></b>	PV Solar PILOT Amount (Per MW of Phase 2 <u>Nameplate Capacity (AC)</u> )	BESS PILOT Amount (Per MWhr of Phase 2 <u>Nameplate Capacity (AC)</u> )
<u>Year of Abatement Period</u>		
Years 1-10	\$1,750	\$1,250
<b><u>Phase 3 PILOT</u></b>	PV Solar PILOT Amount (Per MW of Phase 3 <u>Nameplate Capacity (AC)</u> )	BESS PILOT Amount (Per MWhr of Phase 3 <u>Nameplate Capacity (AC)</u> )
<u>Year of Abatement Period</u>		
Years 1-10	\$1,750	\$1,250

## V. 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 Improvements to be placed on the Site; (ii) construction of the proposed Improvements will be performed by Owner, its successors and/or assigns and/or their contractors or subcontractors, (iii) Owner's, its successors' and/or assigns' use of the property in the Carson County Reinvestment Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the Abatement Period, which includes the use (and ancillary uses) described in this Agreement, (iv) all representations made in this Agreement are true and correct in all material respects to the best of Owner's knowledge, and (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.

- B. The County represents that (i) the County has formally elected to be eligible to grant property tax abatements under the Act; (ii) the Carson County Reinvestment Zone has been designated and this Agreement has been approved in accordance with the Act and the Guidelines and Criteria as both exist on the Effective Date of this Agreement; (iii) no interest in the Improvements is held, leased, or subleased by a member of the County Commissioners Court, (iv) the property within the Carson County Reinvestment Zone and the Site is located within the legal boundaries of the County and outside the boundaries of all municipalities located in the County; and (v) 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 Carson County Reinvestment Zone and this Agreement.
- C. Owner represents and agrees, for every year commencing in the third Calendar Year of the Abatement Period for Phase 1 and until the last Calendar Year of the Abatement Period for the final Phase, it shall create a minimum of three (3) full-time equivalent (FTE) jobs (the “**Jobs Commitment**”). Owner reporting relating to such jobs would first be due in the Annual Compliance Certificate (defined below) submitted to the County. For purposes of this Agreement, full-time jobs shall mean full-time employees of Owner, its tenants, its or their contractors, or its or their respective Affiliates who perform duties related to the operation of the Project in the County and in Potter County, Texas (including operation and maintenance), and without regard to whether such employees are newly hired or existing employees who have been transferred from other duties to operate the Project or have other non-Project duties and without regard to whether the employee also contributes towards satisfying a jobs requirement, if any, in any tax abatement agreement Owner enters with Potter County, Texas. Full-time jobs shall mean any position in which an employee works or is scheduled to work 1820 hours or more during the year. The Owner shall also make a commercially reasonable effort to ensure the Project leads to a positive net economic benefit to the County, over the life of this Agreement, contemplated to include (but not be limited to) reasonable efforts of Owner to establish new sustaining payroll and/or capital improvement.

## **VI. Access to and Inspection of Property by County Employees**

- A. Owner shall allow the County’s employees reasonable access to the Site during normal business hours for the purpose of inspecting any 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 seventy-two (72) hours’ prior Notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner in attendance and in accordance with all applicable safety standards.

- B. Owner shall, on or before March 31 of each Calendar Year after COD of the Project certify annually to the County its compliance with this Agreement by providing a written statement of compliance to the County Judge in substantial compliance with Attachment C to this Agreement (the “**Annual Compliance Certificate**”).

## VII. Default, Remedies and Limitation of Liability

- A. No party may terminate this Agreement unless (i) such party provides a written Default Notice to the other party specifying a material default in the performance of a material covenant or obligation under this Agreement and (ii) such failure is not (x) excused by the occurrence an event of Force Majeure or (y) cured by the other party within ninety (90) days after the delivery of the Default Notice, or if such failure cannot be cured within such ninety (90)-day period, the other party shall have such additional time to cure such default as is reasonably necessary as long as such party has commenced remedial action to cure such failure during such ninety (90) day period and continues to diligently and timely pursue the completion of such remedial action. Notwithstanding the preceding portions of this Paragraph, 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 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. If Owner believes that any alleged termination is improper, Owner may file suit in the proper court challenging such termination. OWNER’S SOLE REMEDY WILL BE REINSTATEMENT OF THIS AGREEMENT AND SPECIFIC PERFORMANCE BY THE COUNTY, PLUS RECOVERY OF ATTORNEYS’ FEES AND COURT COSTS IF PERMITTED BY LAW. In the event of default which remains uncured after all applicable notice and cure periods, the County may pursue the remedies provided for in Paragraph VII.D and Paragraph VII.E below or the preceding Paragraph IV.D, as applicable.
- B. 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 not thereafter, 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 it becomes aware of 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 that in the exercise of reasonable discretion are suitable replacements in quality and price) and after doing so shall resume performance as soon as reasonably possible. The

settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected party, and the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement or strikes, lockouts or differences by acceding to the demands of the opposing party in such strike, lockout or difference when such course is inadvisable in the reasonably exercised discretion of the affected party.

- C. 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 or such Lender is recorded in the real property records of Carson County, Texas) of any default by delivery of a Default Notice in the manner prescribed herein. The Default Notice shall specify the basis for the declaration of default, and Owner shall have the periods of time specified in Paragraph VII.A above to cure any default. If Owner provides Notice to the County of the existence of a Lender under Paragraph IX.F 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 that it 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.
- D. As permitted by section 312.205 of the Act, if an Owner default remains uncured after all applicable notice and cure periods, the County shall be entitled to cancel the Agreement and recover the property tax revenue abated under this Agreement through the cancellation date, less any and all PILOTS made by Owner to County under this Agreement. Owner agrees to pay such amounts within sixty (60) days after Owner receives an invoice from the County setting forth the property taxes owed to the County by the Owner.
- E. LIMITATION OF LIABILITY: CANCELLATION OF THIS AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE) AND RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH VII.D OF THIS AGREEMENT OR PARAGRAPH IV.D OF THIS AGREEMENT (BUT LESS ANY AND ALL PILOTS MADE BY OWNER PRIOR TO CANCELLATION), ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO TAKE ANY MATERIAL 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 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.

- F. 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 CARSON COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN CANCELLATION OF THE TAX ABATEMENT AGREEMENT AND, IF PERMITTED, RECAPTURE OF TAXES ABATED PURSUANT TO THE AGREEMENT.

- G. Notwithstanding any other provision in this Agreement to the contrary, the Owner may make a unilateral determination to terminate this Agreement prior to the commencement of Year 1 of the Phase 1 Abatement Period. The Owner may exercise this option to terminate this Agreement sending Notice to the County of its election not later than the start of Year 1 of the Phase 1 Abatement Period. If the Company timely files its Notice of option to terminate under this Paragraph VII.G, it is understood and agreed that there is no termination fee or other damages owed to the County and no recapture taxes would be payable by the Owner to the County.
- H. Notwithstanding any other provision in this Agreement to the contrary, the Owner may make a unilateral determination not to proceed with Phase 2 and/or Phase 3 of the Project at anytime prior to the commencement of Year 1 of the Phase 2 Abatement Period (for Phase 2 or Phase 3) and/or Year 1 of the Phase 3 Abatement Period (for Phase 3). The Owner may exercise this option for Phase 2 by sending Notice to the County of its election not later than the start of Year 1 of the Phase 2 Abatement Period. The Owner may exercise this option for Phase 3 by sending Notice to the County of its election not later than the start of Year 1 of the Phase 3 Abatement Period. If the Company timely files a Notice of option under this Paragraph VII.H, it is understood and agreed that there is no termination fee or other damages owed to the County and no recapture taxes would be payable by the Owner to the County. It is also understood and agreed that, if the owner exercises an option under this Paragraph VII.H, the remainder of this Agreement and Abatement shall remain in full force and effect, unless terminated earlier in accordance with the other terms and conditions hereof, for any Phases of the Project not included in the Notice of option.

**VIII. Compliance with State and Local Regulations**

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

**IX. Assignment of Agreement**

- A. The rights and responsibilities of Owner hereunder may be assigned, in whole or in part, to one or more assignees, without the consent of the County (a “**Permitted Assignee**”), as follows:

- (i) to one or more Affiliates; and
- (ii) to a person or Entity that acquires, directly or indirectly all or a portion of the Owners' interest in the Project.

The Owner shall provide the County with written Notice of an assignment to a Permitted Assignee and shall record such assignment in accordance with applicable law in the real property records of Carson County, Texas.

- B. With the exception of an assignment to a Permitted Assignee, 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 VII above. The County shall respond to Owner's notice of any such intended assignment with its consent or refusal within twenty (20) 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. Owner's assignment of the Agreement shall be final only after the execution of a formal assignment document between Owner and the assignee and the delivery of Notice of the execution of such assignment agreement to the County. Neither Owner's Notice of an intended assignment nor the County's formal consent to an intended assignment shall constitute an assignment of this Agreement, and Owner's request for a consent to assignment shall not obligate Owner to assign this Agreement.
- C. No assignment under Paragraph IX.B 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 property taxes or PILOT payments owed to the County or any other taxing jurisdiction in the County without timely and proper protest and/or contest. The County shall not unreasonably withhold consent to a transfer or an assignment under Paragraph IX.B. The transfer or assignment shall be presumed to be reasonable where the proposed transferee/assignee demonstrates to the County its financial capacity to meet the terms of this Agreement, agrees to be bound by all conditions and obligations stated herein, and is not in default under any other agreement with the County.
- D. The parties agree that a transfer of all or a portion of the ownership interests in Owner, its successors or assigns, to one or more Affiliates, or to one or more third parties, or a merger (including a divisive merger) of Owner, its Affiliates, successors or assigns, shall not be considered an assignment under the terms of this Agreement and shall not require any consent of the County.
- E. Upon any assignment and assumption under Paragraph IX.A or Paragraph IX.B of Owner's entire interest in this Agreement, Owner shall have no further rights, duties

or obligations under this Agreement. Upon any assignment and assumption under Paragraph IX.A or Paragraph IX.B of only a portion of Owner's interest in this Agreement (for example, if only a portion of the Improvements or Project 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 party under this Agreement, (ii) the County shall cause the property taxes owed by each of the Owner parties to be separately assessed, and (iii) none of the Owner parties shall have any further rights, duties, or obligations under the Agreement as to the portion of the Improvements or Project owned by another Owner party.

- F. In addition to its rights under Paragraph IX.A or Paragraph IX.B, Owner may, without obtaining the County's consent, assign as collateral security, mortgage, pledge, hypothecate, grant a security interest in, or otherwise encumber its interest in this Agreement to and for the benefit of one or more Lenders. 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 contact 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 contact 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.

## X. Notice

All Notices (including Default Notices) shall be given in accordance with this Paragraph. 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 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; by recognized overnight delivery service as evidenced by a bill of lading, or by email 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; email Notice shall be effective upon receipt by the sender of an electronic confirmation. All Default Notices shall be given by at least two (2) methods of delivery and in a manner consistent with Paragraph VII.F. All Notices (including Default Notices) shall be mailed or delivered and emailed to the following addresses:

To the Owner:           Yellow Rose Solar Project LLC  
                                  Jim Eisen  
                                  General Counsel  
                                  155 Grand Ave, Suite 706  
                                  Oakland, CA 94612  
                                  Email: [jeisen@orionrenewables.com](mailto:jeisen@orionrenewables.com)

Copy to:                 Lee Meyercord  
                                  Holland & Knight

1722 Routh Street, Suite 1500  
Dallas, Texas 75201  
Email: [Lee.Meyercord@hklaw.com](mailto:Lee.Meyercord@hklaw.com)

To the County: Carson County Judge  
Carson County Courthouse  
P.O. Box 369  
501 Main Street  
Panhandle TX 79068  
Email: [dan.looten@co.carson.tx.us](mailto:dan.looten@co.carson.tx.us)  
Phone: 806-537-3622  
Fax: 806-537-2244

With a copy to:  
Sherwood & Sherwood  
P.O. Box 947  
123 W. 3<sup>rd</sup> Street  
Panhandle, TX. 79068  
Email:  
[scott@sherwoodtxlaw.com](mailto:scott@sherwoodtxlaw.com) and  
[cho@sherwoodtxlaw.com](mailto:cho@sherwoodtxlaw.com)  
Phone: 806-537-3591  
Fax: 806-537-3592

Any party may designate a different address by giving the other party at least ten (10) days written Notice in the manner prescribed above.

#### **XI. Severability**

In the event any Paragraph, 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 Texas Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

#### **XII. Applicable Law**

This Agreement shall be construed under the laws of the State of Texas. Venue for any dispute hereunder shall be exclusively in the state district courts of Carson County.

#### **XIII. Amendment**

Except as otherwise provided, this Agreement may be modified by the parties hereto 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 the Act.

#### **XIV. Guidelines and Criteria**

This Agreement is entered into by the parties consistent with the Guidelines and Criteria. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines and Criteria or is inconsistent with any provision of the Guidelines and Criteria, the Guidelines and Criteria are deemed amended for purposes of this Agreement only.

#### **XV. Entire Agreement**

This Agreement contains the entire and integrated Tax Abatement Agreement between the County and Owner, and supersedes any and 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.

#### **XVI. Local Outreach Plan**

Owner shall comply with the provisions of the Local Outreach Plan in Attachment D.

#### **XVII. Road Maintenance**

During construction of the Improvements, Owner agrees to use commercially reasonable efforts to minimize the disruption to County roads (for the purpose of this paragraph, the term "roads" includes, without limitation, all adjacent ditches and rights-of-way), culverts and bridges and agrees to repair any damage beyond ordinary wear and tear caused to County roads, culverts or bridges directly by Owner or its agents. After construction, Owner through its own efforts, will leave such County roads, culverts and bridges in a state of equal or better condition than they were prior to construction, excepting normal wear and tear. Any upgrade or requirement to upgrade any road, culvert or bridge used or necessary for Owner's operations will be borne solely by Owner. After construction, the County will only be responsible for the normal routine maintenance of the County roads, culverts and bridges, and Owner will be responsible for any extraordinary repair or maintenance based on documented damage directly caused by Owner or its contractors of County roads, culverts and/or bridges that becomes necessary or appropriate due to the use of such roads, culverts and bridges by Owner or its agents. All repairs, maintenance, replacements and upgrades will be made in accordance with generally applicable County standards and specifications, and Owner will only use such materials in repairing, maintaining, replacing and upgrading County roads, culverts and bridges as are acceptable to the County, in the County's sole discretion, but not to reasonably exceed the quality and type of materials customarily used in the Texas panhandle area for similar applications. This Section XVII shall become void and shall have no further effect upon the execution of a separate Agreement for Road Use, Repair and Improvement by and between Owner and County relating to the Project.

#### **XVIII. Site Maintenance**

Owner shall maintain the Site reasonably free from accumulation of objectionable, unsightly or unsanitary matter, debris, waste material, rubbish, tumbleweeds and noxious weeds. Design of Improvements shall be such that noise, light, and dust from the Project during Commercial Operations is minimal in off Site areas. Noise at the Site boundaries shall not exceed 75 dB during normal Commercial Operations.

#### **XIX. Rules of Interpretation**

In this Agreement, unless otherwise indicated herein, and unless the context indicates otherwise: (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other gender; (c) the words "including," "includes," and "include" will be deemed to be followed by the words "without limitation"; (d) references to Articles, Paragraphs, sections, Exhibits or Attachments are to Articles, Paragraphs, sections, Exhibits or Attachments of or to this Agreement unless otherwise indicated; (e) references to persons or entities (including but not limited to Owner), include their respective successors and permitted assigns; (f) captions of Paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, describe, or otherwise affect the scope of meaning of this Agreement or the intent of any provision of this Agreement.

#### **XX. No Israel Boycott**

To the extent Texas Government Code Section 2270.002 applies to this Agreement, Owner verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.

#### **XXI. No Firearms Boycott.**

To the extent Texas Government Code Chapter 2274 applies to this Agreement, Owner represents that: (i) Owner does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) Owner will not discriminate during the Term against a firearm entity or firearm trade association.

#### **XXII. Not a Listed Company**

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 806.051, 807.051 or 2252.153 of the Texas Government Code.

#### **XXIII. No Energy Company Boycott.**

To the extent Texas Government Code Chapter 2276 applies to this Agreement, Owner represents that: (i) Owner does not boycott energy companies; and (ii) Owner will not boycott energy companies during the Term.

#### **XXIV. Indemnity**

Owner agrees to indemnify, defend and hold the County, each of its elected officials, all of its servants, agents and employees, any person or legal entity designated by the County to perform any function required under the Guidelines and Criteria, under the Owner's tax abatement application or by the terms of this Agreement, and the Appraisal District, its officers, directors, servants, agents and employees (collectively, the "**Indemnitees**") harmless from any and all claims, demands, liabilities, losses, costs, actions, causes of action, and attorneys' fees incurred by or alleged by a person other than Owner or its Affiliates against the Indemnitees ("**Liability**") arising from or in any way relating to the Owner's tax abatement application, the terms, covenants, and conditions contained in this Agreement, and the action contemplated by this Agreement. The indemnity provided for in this paragraph shall not apply to any Liability resulting from the gross negligence or willful action of the Indemnitees. This provision does not waive any governmental immunity available to the Indemnitees under Texas law and does not waive any defense of a party under Texas law. The provisions of this paragraph are solely for the benefit of the Indemnitees and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

#### **XXV. Safety Training**

Not more than once every year during the Term, Owner, its contractors or their respective Affiliates shall provide safety training related to the Project for the County's, and the City of Panhandle's ("City") employees and volunteers, including, but not limited to, emergency management services, emergency medical services, law enforcement, dispatch, and volunteer fire department personnel (collectively "emergency services personnel"), at Owner's sole cost and expense. Each year, prior to such training, Owner and the County shall discuss the necessity of such training for that year and may agree to waive such training, for example if the relevant emergency services personnel all received training the prior year. At the beginning of construction, Owner shall provide County and City emergency services personnel a map of the Project locations indicating how particular areas are referred to by Owner or its contractors so that location information may be quickly and accurately conveyed to emergency services personnel to facilitate response in the event of an emergency.

#### **XXVI. Cooperation**

The parties acknowledge that this Abatement is entered into to enhance the development of projects generating renewable energy and associated energy consuming projects in the County, and with the intention of benefiting the County, its citizens, and landowners. In addition, the parties acknowledge that the Carson County Reinvestment Zone is in proximity to major Competitive Renewable Energy Zone ("CREZ"), Electrical Reliability Council of Texas ("ERCOT"), and Southwest Power Pool ("SPP") points of interconnection such that the potential exists for future transmission line development to occur in the Carson County Reinvestment Zone to enhance the development of renewable generated electricity or behind the meter uses in the County or surrounding counties. Owner, and its successors and assigns, agree to reasonable coordination where practicable and commercially viable with the sponsor/owner ("Competing Line Owner") of such other planned transmission lines, which cooperation may include Fermi, Inc., its successors and assigns, or other Competing Line Owners using commercially reasonable efforts: (i) to attempt to agree with the Competing Line Owner on mutually acceptable arrangements to facilitate the routing, construction and interconnection of transmission lines, including if necessary to exchange portions of respective lease, easement or owned properties to avoid a future line crossing; or (ii)

to allow a third party transmission line to cross leased or owned property (and transmission line, whether planned or constructed) if the Competing Line Owner executes a crossing agreement with Owner containing terms and conditions reasonably acceptable to both Owner and the Competing Line Owner which stipulates, among other things, that: the Competing Line Owner's line will cross Owner's property or transmission line in a manner and location acceptable to Owner based upon plans and specifications, construction requirements, and scheduling approved by Owner, which such cooperation shall not unreasonably be withheld. Notwithstanding the above: (i) Owner shall in no event be required to permit a competing line to be located under or over the Improvements, (ii) Owner shall not be required to exchange any lease or easement rights if Owner reasonably, and in Owner's sole discretion, determines that such exchange would materially interfere with its planned or current design, development or operations of the Project or with Owner's other commercial arrangements with respect to the Project, (iii) Owner is not required to curtail the production of electricity, if any, from the Project unless specifically and expressly required by applicable rules and regulations of the Independent System Operator ("ISO") of the applicable grid connection, (iv) Owner is not required to accommodate the Competing Line Owners if the Competing Line Owners have a commercially reasonable alternative that does not involve crossing the Site, and (v) a Competing Line Owner's access may be conditioned on meeting Owner's on-site safety and other requirements and timely coordinating with Owner to avoid interfering with Project design, development, operations, reliability, or Owner's other commercial arrangements. The County agrees that any future abatement agreements between the County and Competing Line Owners will contain provisions substantially similar to this Section XXVI.

#### **XXVII. Reimbursement of Expenses**

Within thirty (30) days of the date of receipt of an invoice, Owner agrees to reimburse on the County's behalf and pay directly to the law firm of Sherwood & Sherwood, P.C., as applicable, the reasonable and necessary attorney's fees and expenses incurred, directly or indirectly, by the County in connection with the negotiation and formalization of the Abatement and this Agreement in an amount of up to fifteen thousand dollars (\$15,000.00).

#### **XXVIII. Estoppel Certificates**

Each party on written request from the other party shall provide an estoppel certificate that shall certify, as of the date of the certificate: (i) that this Agreement is in full force and effect without default if such is the case, (ii) the remaining term of this Agreement, and (iii) such other matters as may be agreed upon by the parties, a party's consent to inclusion of other matter not be unreasonably withheld. A party shall provide the estoppel certificate, or an explanation of why the party is not willing to provide the certificate within thirty (30) days of receiving a written request for an estoppel certificate.

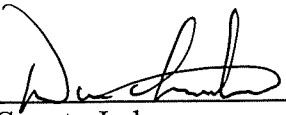
#### **XXIV. Employment of Undocumented Workers**

During the term of this Agreement, Owner agrees not to knowingly employ any undocumented workers as defined in Section 2264.001(4) of the Texas Government Code.

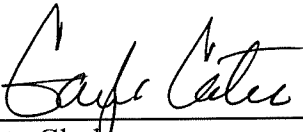
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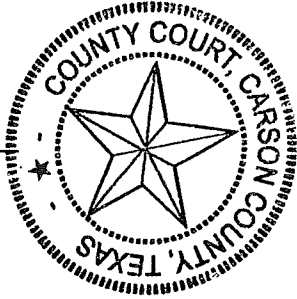
IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by the County Commissioners Court and executed by the Owner on the respective dates shown below.

**CARSON COUNTY, TEXAS**

By:   
County Judge

Date: 11-10-25

Attest:   
County Clerk



*[signatures continue next page]*

**OWNER:  
Yellow Rose Solar Project LLC**

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

Date: \_\_\_\_\_

Print Name:

Print Title: