

TAX ABATEMENT AGREEMENT

By and Between

STEPHENS COUNTY, TEXAS, and LA CASA WIND, LLC

This Tax Abatement Agreement (this “Agreement”) is entered into by and between Stephens County, Texas (the “County”) duly acting herein by and through its County Judge, and La Casa Wind LLC, a Delaware limited liability company (together with its successors and assigns, “Owner”). This Agreement shall have an “Effective Date” of March 11, 2024.

Recitals:

A. Election to Participate in Tax Abatement. On or about October 11, 2021, the Commissioners Court of Stephens County, Texas (the “Commissioners Court”) adopted an order stating that the County had elected to become eligible to participate in tax abatements pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, as amended (herein referred to as the “Act”).

B. Adoption of Tax Abatement Guidelines and Criteria. On or about October 11, 2021, the Commissioners Court approved guidelines and criteria governing tax abatement agreements entered into by the County (hereinafter referred to as the “Guidelines”), which Guidelines were reapproved, and reestablished On March 11, 2024.

C. Public Hearing on Designation of Reinvestment Zone. On October 11, 2023, the Commissioners Court conducted a public hearing on the advisability of designating the La Casa Wind Reinvestment Zone (herein after, the “Reinvestment Zone”), which public hearing was preceded by notice published in the Breckenridge American, a newspaper of general circulation within Stephens County, Texas.

D. Designation of Reinvestment Zone. On October 11, 2023, following the conclusion of the public hearing, the Commissioners Court pass and approved an order *Approving Motion for Designation of Stephens County La Casa Wind Reinvestment Zone*, which was executed by the County Judge and the County Commissioners and attested by the County Clerk.

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

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

ARTICLE 1. IMPROVEMENTS

1.1. Improvements in Reinvestment Zone. Owner anticipates that it will construct the Improvements within the Reinvestment Zone and if Owner does then they will be placed within the Reinvestment Zone in accordance with this Agreement. Owner acknowledges that the abatement granted herein is conditioned upon completion of the Improvements within the Reinvestment Zone in accordance with all of the terms of this Agreement.

1.2. Timing of Improvements. Owner estimates that construction of the Improvements will begin by March 31, 2024 and will be substantially completed by December 31, 2024. If Owner has not substantially completed construction of the Improvements by December 31, 2024, Owner has the right upon request to receive a one-time, one-year extension of the December 31, 2024, deadline to December 31, 2025. Owner must request the extension by written notice to the County prior to December 31, 2024. For purposes hereof, the construction of the Improvements shall be substantially completed if at least 100 MW Capacity (defined below) of the Improvements is installed, is able to generate electricity, and is connected to the grid with an interconnection agreement on or before the deadline of December 31, 2024, the first extended deadline of December 31, 2025.

1.3. Improvements. Owner is constructing a wind energy facility that will be wholly located within the Reinvestment Zone. Owner intends to construct, install, maintain, and operate, within the Reinvestment Zone, certain infrastructure and equipment necessary to develop, produce, convert, transmit, and distribute electricity generated from the wind resources located within the Reinvestment Zone, including, without limitation: approximately 53 wind turbines with a combined nameplate capacity of approximately 150.4 megawatts; above and below ground transmission, distribution, and collection lines; substations, interconnection facilities, and operation and maintenance buildings; meteorological and associated towers; and other infrastructure and equipment installed by Owner or on behalf of Owner within the Reinvestment Zone (collectively the “Improvements”); provided, the parties agree that for multiple reasons the specific kind, number and location (within the Reinvestment Zone) of Improvements may change, and as long as Owner substantially completes construction of the Improvements as required by Section 1.2, any such changes shall not be a default under this Agreement. Owner shall provide the County Judge with an “as-built” survey describing and depicting the location and type of all Improvements and other infrastructure and equipment located in the Reinvestment Zone within 30 calendar days of the Commencement Date (defined herein). The Improvements will be capable of generating a minimum of 150 megawatts (the “Minimum Guaranteed Capacity”); however, in the event that the Improvements have a Capacity (as defined herein) less than the Minimum Guaranteed Capacity, such circumstance shall not be a default under this Agreement so long as Owner pays the Annual PILOT Floor Amount specified in Section 2.3(b) of this Agreement. Notwithstanding the foregoing, only infrastructure, equipment, or property meeting the following criteria shall be included within the definition of Improvements: (i) the infrastructure, equipment, and property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) it must meet the definition of an improvement or personal property as provided in Chapter 1 of the Texas Tax Code and (iv) it must be constructed after the date this Agreement is approved by the Commissioners Court.

1.4. Spacing of Wind Turbines. Owner shall not erect any wind turbine Improvement within: (i) 1,000 feet of any County Roads except that Turbine Number 27 may be located within _____ feet of County Road _____; (ii) 700 feet from any property line/boundary of property owners who have not signed a lease agreement with Owner; and (iii) 1,400 feet from any occupied dwelling located on lands over which Owner does not have a lease agreement or does not otherwise own as measured from the center of the base of a wind turbine to the nearest point of the dwelling, unless the occupant of the dwelling has agreed in writing.

1.5. Plans and Specifications, Governmental Requirements and Workmanship. All Improvements shall be constructed and installed in accordance with plans and specifications (the “Plans and Specifications”) prepared by an engineer or architect licensed within one of the states of the United States of America and in accordance with all federal, state, and local laws, rules, ordinances, statutes, or regulations; provided, however, that Owner shall not be in default under this Agreement, even if a fine or penalty has been levied against Owner by a governmental agency, if: (i) Owner has undertaken commercially reasonable efforts to remedy any violation; or (ii) Owner properly contests whether a violation has occurred. Owner shall take such steps as are reasonably necessary to see that all work on the Improvements is completed in a good and workmanlike manner. The County shall have the right to review the Plans and Specifications to determine compliance with this Agreement and to inspect the Improvements in accordance with Section 3.6 below.

ARTICLE 2. TAX ABATEMENT

2.1. Tax Abatement Granted. Conditioned upon Owner’s compliance with the terms of this Agreement, County agrees to abate one hundred percent (100%) of all property taxes levied by the County (including Management & Operating (M&O), Interest and Sinking funds (I&S), and any Lateral Road or special tax authorized by the Texas Constitution and in effect in the County) on the Improvements during the Abatement Period (hereinafter defined). Tax Abatement will not be granted for any Improvements not located within the Reinvestment Zone or for any improvements, infrastructure, equipment, property not eligible for tax abatement pursuant to the Texas Tax Code or that do not meet the definition of Improvements as defined in this Agreement.

2.2. Abatement Period; Commencement Date; Term of Agreement. Owner may elect in writing to begin the Abatement Period on either January 1 of 2025, or 2026. The date elected by Owner to commence tax abatement under this Agreement is hereinafter referred to as the “Commencement Date.” The period in which taxes are abated under this Agreement (the “Abatement Period”) will begin on the Commencement Date and will terminate on December 31 of the tenth (10th) anniversary of the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve either party of any unperformed covenants, obligations, or payments owing to the other as of the date the Agreement is terminated. **OWNER SHALL PROVIDE THE COUNTY WITH WRITTEN NOTICE OF ITS ELECTION WITH RESPECT TO THE COMMENCEMENT DATE NOT LATER THAN DECEMBER 1 OF THE YEAR PRECEDING THE COMMENCEMENT DATE ELECTED BY OWNER (THE “COMMENCEMENT DATE NOTICE”). OWNER’S NOTICE OF ITS ELECTION TO COMMENCE TAX**

ABATEMENT SHALL BE SENT IN THE MANNER REQUIRED BY SECTION 8.1 OF THIS AGREEMENT TO THE COUNTY JUDGE (AT THE ADDRESS SPECIFIED IN SECTION 8.1) AND TO THE STEPHENS COUNTY APPRAISAL DISTRICT AT 201 ROSE AVENUE, BRECKENRIDGE, TEXAS 76424. TAX ABATEMENT WILL NOT COMMENCE UNDER THIS AGREEMENT IN THE ABSENCE OF THE COMMENCEMENT DATE NOTICE FROM OWNER.

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

(a) Due Date. The Annual PILOT required by this Agreement must be paid to the County Treasurer not later than January 31 of the year following the year for which the Annual PILOT is payable. By way of illustration, an Annual PILOT that is due with respect to calendar year 2025 will be due and payable no later than January 31, 2026.

(b) Amount & Calculation of the Annual PILOT. The amount of the Annual PILOT for each year during the Abatement Period will be equal to the greater of (a) 50% of all property taxes abated by this Agreement, or (b) \$445,051 (the “Annual PILOT Floor Amount”). For the purposes of determining the property taxes abated under this Agreement the Taxable Value, defined in 2.3(c) shall be used.

(c) Capacity & Taxable Value. As used in this Agreement, the term “Capacity” shall mean the installed amount of the manufacturer’s nameplate electric generating capacity of the Improvements, expressed in megawatts, regardless of the amount of electricity that is actually produced or sold. The Capacity shall be determined as of January 1 of each year during the Abatement Period. As a part of the Annual Certification, pursuant to Section 3.7 below, the individual who is an authorized officer of Owner shall prepare, and file, with the Commissioners Court and the Chief Appraiser of the Stephens County Appraisal District a sworn statement of the Capacity of the Improvements not later than January 31 of each year during the Abatement Period. If a dispute arises between the County and the Owner as to the Capacity of the Improvements and (i) the Stephens County Central Appraisal District (“Appraisal District”), as a part of its determination of the value of the Improvements, and subject to Owner’s right of Protest as provided in Section 3.9, has made a determination of the Capacity for the year in which the dispute arises, then the determination of the Appraisal District shall be binding upon the parties or (ii) if the Appraisal District has made no determination as to the Capacity, the parties, in the absence of an agreement on the dispute, may seek a declaratory judgment on the matter pursuant to Chapter 37 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary in this Agreement or otherwise, the “Taxable Value” of the Improvements shall not be less than the amounts set forth in the below table. As a part of the Annual Certification, pursuant to Section 3.7 below, the individual who is an authorized officer of Owner shall prepare, and file, with the Commissioners Court and the Chief Appraiser of the Stephens County Appraisal District a sworn statement of the Taxable Value of the Improvements. In the event the Table Value shown in the Annual Certification is less than the amounts set forth in the table below then the amounts in the table shall be binding upon Owner and shall be used in determining the Annual PILOT; however, if the Taxable Value in the Annual Certification is greater than the amounts shown in the below

table then the amount shown in the Annual Certification shall be used in determining the Annual Pilot notwithstanding the amount listed in the below table. The Stephens County Central Appraisal District shall have the right at any time to reevaluate the Taxable Value of the Improvements and if such reevaluation shows that the Taxable Value of the Improvements is greater than the amounts listed in the below table the amounts shown in such reevaluation shall be binding upon the Parties subject to Owner's right of Protest. In the event Owner Protests the reevaluation of the Taxable Value of the Improvements then as a precondition to Owner's right of Protest Owner shall timely pay the Annual PILOT Floor Amount and within 15 calendar days following the conclusion of any Protest shall pay any portion of the Annual Pilot over and above the Annual PILOT Floor Amount previously paid unless Owner prevails in such Protest.

Taxable Value of the Improvements	
2025	\$210,000,000.00
2026	\$194,250,000.00
2027	\$178,500,000.00
2028	\$162,750,000.00
2029	\$147,000,000.00
2030	\$131,250,000.00
2031	\$115,500,000.00
2032	\$99,750,000.00
2033	\$84,000,000.00
2034	\$68,250,000.00
2035	\$52,500,000.00

(d) Charitable Contribution. Following the Commencement Date, as additional consideration for this Agreement, Owner agrees to make an annual contribution to certain Stephens County charitable organization(s) designated by the Commissioners Court in an aggregate amount of Fifty Thousand and No/100 Dollars (\$50,000) with such contribution being due and payable on or before January 31 of each calendar year during the Abatement Period. The Commissioners Court shall designate such charitable organizations by written notice delivered to Owner no later than the December 31 preceding each January 31 contribution due date. If the Commissioners Court does not designate a donee, Owner shall make the annual contribution to the preceding year's donee or, if none, to a charitable organization of Owner's choice that is described in Section 501(c)(3) of the Internal Revenue Code and performs substantial charitable operations in the County. If more than one charitable organization is designated by the Commissioners Court, the designation shall specify the amount of the contribution to be made to each organization, not to exceed \$50,000 in the annual aggregate. All such designations by the Commissioners Court shall identify that each respective contribution is being made by Owner.

(e) Annual PILOT in Lieu of Taxes. The parties agree that each Annual PILOT, notwithstanding anything in this Agreement to the contrary, will be in lieu of any property taxes with respect to the Improvements which would otherwise be owed by Owner to the County for any year during the Abatement Period.

2.4. Conditions to Tax Abatement. The tax abatement granted by this Agreement is expressly conditioned upon the following conditions which must be satisfied throughout the entire

term of this Agreement and with which Owner agrees to comply with at all times, subject, however, to the notice and cure rights of Owner set forth in Article 5 hereof:

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

(b) Operations. Owner's operation of the Improvements in accordance with this Agreement, including the provisions of Section 3.5 below.

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

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

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

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

(g) Continued Operations following Abatement. Owner agrees to continue commercially reasonable operation of the Improvements, which may include outages for market-related circumstances, curtailment, repair, maintenance, and refurbishment, for a period of ten (10) years after the end of the Abatement Period (the "Continued Operations Period"). In addition to any other remedies available to the County pursuant to this Agreement or applicable law, upon any breach of this covenant the County shall be entitled to recapture all of the *ad valorem* taxes abated under the terms of this Agreement as provided in Section 5.4(1) below.

(h) Aircraft Detection Lighting System. Owner agrees to install, prior to the Commencement Date, within the Reinvestment Zone and thereafter maintain, for so long as the Improvements are located within the Reinvestment Zone, a commercial aircraft detection lighting system to reduce light pollution from the Improvements and to ensure that lighting from the Improvements is only activated when an aircraft enters a zone established by the FFA and DOD. Failure to install and thereafter maintain the aircraft detection lighting system shall result in the immediate termination of this Agreement and shall trigger the recapture of all taxes abated under this Agreement with no credit being given for any Annual Pilot previously paid. The obligation to maintain the aircraft detection lighting system shall survive the expiration of this Agreement and the failure to maintain the aircraft detection lighting system for so long as the Improvements are

located within the Reinvestment Zone after the expiration of this Agreement shall trigger the recapture of all taxes abated under this Agreement with no credit being given for any Annual Pilot previously paid.

(i) Decommissioning. Owner agrees to comply with Chapter 301 of the Texas Utilities Code (or any successor statute) and agrees to decommission the Improvements and restore the land within the Reinvestment Zone in accordance with said statute. This obligation shall survive the termination, expiration, or surrender of this Agreement. Failure to comply with Chapter 301 of the Texas Utilities Code (or any successor statute) and to decommission the Improvements and restore the land within the Reinvestment Zone shall trigger the recapture of all taxes abated under this Agreement with no credit being given for any Annual Pilot previously paid.

(j) Assuring Open Access to Transmission Infrastructure

(i) Owner acknowledges that this Agreement is meant to enhance the development of wind generated electricity projects in the County. Owner further acknowledges that the County hosts certain critical transmission infrastructure (“Public Infrastructure”), including substation(s) and transmission lines that have been planned and approved by the Texas Public Utilities Commission and funded by the ratepayers of Texas. The existence of this infrastructure creates the potential for future transmission line development (“Competing Lines”) in support of additional wind and other electricity generating facilities in the County by other project sponsors/owners (“Competing Line Owners”).

(ii) Owner agrees to reasonably accommodate the planning, construction, and operation of such Competing Lines, including the interconnection of such lines to substations. Owner also agrees to cooperate reasonably with Competing Line Owners to facilitate access to Public Infrastructure. Such cooperation may include: (A) attempting to agree with a Competing Line Owner on mutually satisfactory arrangements for the siting and operation of a Competing Line, including exchanging respective lease or easement rights to avoid line crossings; and (B) allowing a Competing Line to cross the Reinvestment Zone, provided the Competing Line Owner and Owner execute a crossing agreement reasonably acceptable to both parties.

(iii) Owner agrees not to seek unreasonable compensation, limit Competing Line Owner transmission line or generating facility capacity, perverse termination clauses or insurance requirements.

(iv) In the spirit of maintaining a fair, competitive and robust environment in Stephens County for electricity generating projects in Stephens County, the County agrees that any future abatement agreement between the County and competing wind or solar energy developer will contain provisions substantially similar to this Section 2.4(h). If a competing wind or solar energy developer is not subject to provisions substantially similar to this Section 2.4(h), Owner shall be subject to this Section 2.4(h) only if and to the extent such competing wind or solar energy developer extends substantially equivalent reciprocal rights and cooperation to Owner.

ARTICLE 3.
COVENANTS APPLICABLE TO CONSTRUCTION
AND OPERATIONS AFTER CONSTRUCTION

During the Abatement Period and the Continued Operations Period, (and as to Section 3.2, for so long after the Continued Operations Period as Improvements are located within the Reinvestment Zone), Owner agrees to the following:

3.1. Job Creation. Owner agrees to provide not fewer than 1 new full-time jobs in connection with the operation of the Improvements either through direct employment by Owner or through employment by an affiliate or subsidiary of Owner.

3.2. Road Use and Repair. At least 180 days prior to the Commencement of Construction (defined herein) Owner shall submit, and thereafter obtain the written approval of the Commissioners Court, a listing of the County Roads (defined herein) to be used by Owner (the "Road Use Plan"). The Road Use Plan shall at a minimum include the following information: (i) the expected Commencement of Construction Date; (ii) the name, title, address, phone number, and email address of a representative of Owner responsible for ensuring compliance with Section 3.2 of this Agreement; (iii) a site plan depicting the location of all Improvements to be located in the County, including, the points of access; (iv) the approximate location, plans, and timing for widening any County Roads, or any portion thereof, to facilitate the turning movements of any transport trucks; and (v) the plans and timing for completing the Road Upgrade (defined herein). "Commencement of Construction" shall mean the date upon which Owner or any party on behalf of Owner begins the grading or groundwork for any Improvements located within the Reinvestment Zone. "County Roads" shall mean any roads owned, operated, or maintained by the County. "Road Upgrade" shall mean Owner's obligation (which it hereby covenants and agrees to undertake) to improve and upgrade, to then current Federal Emergency Administration ("FEMA") standards, all County Roads to be used by Owner and identified in the Road Use Plan.

(a) The following conditions shall apply any time Owner or any party on behalf of Owner is using County Roads:

- (i) No county road will be used in a manner that does not allow other traffic access over the roadway without the County's prior consent;
- (ii) Owner shall repair any damage to County Roads caused by Owner or Owner's contractors or service providers to the County's entire satisfaction, and shall return such roads to the condition such roads were in prior to their use by Owner or Owner's contractors or service providers;
- (iii) Owner shall provide and place signage of all road closures and work zones as may be required by the County; and
- (iv) Owner shall provide as much advance notice as is reasonable to the County when it is necessary for a road to be closed due to a crane crossing or for any other reason relating to the construction of the Improvements.

Notwithstanding the generality of the aforementioned, Developer will provide no less than 72 hours' notice.

(b) Inventory and Approval.

- (i) Pre-Construction Inventory. Owner and the County, prior to the Commencement of Construction, shall jointly perform a survey to record the condition of the County Roads to be used by Owner. During this survey, the entire length of applicable County Road shall be videotaped and if deemed necessary by the Parties, photographs may also be taken. Copies of all pre-construction documentation shall be provided to each of the Parties.
- (ii) Post-Construction Inventory. Upon completion of construction of all of the Improvements, representatives of the County and Owner will perform a post-construction inventory, the methods of which shall be similar to those of the pre-construction survey described above. The two sets of pre- and post- construction data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey, Owner shall make such repairs as may be needed to return the County Roads to a pre-construction condition.
- (iii) Prior to the Commencement of Construction Owner shall hold a meeting and shall invite applicable County Commissioners and public safety officials to discuss plans for the construction of the project. County shall compile a list of contact persons that will need to be notified of any temporary road closures that may have an effect on the daily routine or routing of those agencies. A copy of this list shall be furnished by the County to the Owner upon request.

(c) Road Repair. All road repairs, including, without limitation, the widening of roads pursuant to subsection (e) below, shall have the prior written approval of the County and shall be done in accordance with the standards and specifications for road repairs generally used or required by FEMA.

(d) In the event Owner fails to perform any road repairs within 30 days of a demand that it does so from the County, then the County may perform the road repair required of Owner pursuant to this section and Owner agrees to reimburse the County for its reasonable and necessary costs in repairing such roads plus an additional amount equal to 10% of the last Annual Pilot made (the "Road Repair Reimbursement"). Owner agrees to pay the Road Repair Reimbursement within 30 days of receiving an invoice from the County; provided, however, that if the Road Repair Reimbursement is not paid within such 30 day period, then Owner shall be assessed a late payment penalty of \$1,000 per day until such Road Repair Reimbursement is received by the County.

(e) Owner may not widen or change the course of any County road without the consent of the County, which consent may be given or denied in the County's sole discretion. As a condition to granting such consent the County may require Owner to take any other precautions

and covenants which may be reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. Owner agrees to obtain any necessary permission or right from private property owners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed.

3.3. Insurance. During the Abatement Period and the Continued Operations Period, Owner agrees to maintain in full force the following insurance coverage issued by insurance companies authorized to conduct business in the State of Texas:

- (a) Commercial general liability coverage (including coverage for all equipment and vehicles) with aggregate limits of not less than \$5,000,000.00; and
- (b) Worker's compensation coverage for all full-time employees to the extent required by Texas law, except that such coverage may be maintained by the actual employer of such employees if Owner is not the employer; and
- (c) Casualty insurance in an amount equal to the full insurable value of the Improvements.

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

3.5. Local Spending. Owner agrees it will use commercially reasonable efforts to use contractors and vendors located in the County in the construction of the Improvements, or in the operation and maintenance of the Improvements; provided, however, that Owner will not be required to use goods and services provided by local contractors or vendors where such local goods or services are not comparable in quality to those provided by nonresidents or where such goods and services are not available on terms and conditions (including price and bonding capacity) comparable to those offered by nonresidents. Comparable price is defined as 105% of the price offered by vendors who are not located or based in Stephens County. Notwithstanding the forgoing, the County acknowledges that Owner shall engage a nationally recognized wind energy facility contractor to act as the general contractor of the Improvements, and that Owner or such contractor shall procure specialty equipment, specialty materials, and specialty services, including but not limited to transformers, substation components, and turbine components, and specialized construction and installation services, directly from the manufacturers or distributors of such equipment and materials and from service providers with specialized expertise in wind farm construction (such parties being the "Specialty Contractors"). The parties agree that such actions shall not in any way violate this Section 3.5. Owner agrees to designate and identify to County a coordinator of local services who will act as a liaison between any individuals, businesses, or

contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Improvements. The coordinator of local services is not required to be located in the County. Additionally, Owner agrees to do the following:

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

(2) Prior to filling the first full-time position (excepting internal transfer and promotions) for the on-site operation of the Improvements, Owner shall publish notice of the position in the *Breckenridge American* describing the position and the procedure for application. Any position requiring more than 35 hours per week shall be considered full time. If Owner violates the publication requirement in this subsection 3.5(2), Owner agrees, within 30 days of receiving a written demand from the County that it do so, to pay the County a sum equal to 25% of gross salary of the position that was filled without notice. This payment shall be the County's sole remedy for any violation of this subsection 3.5(2).

(3) Except for the selection of Owner's general contractor, the Improvements, and the Specialty Contractors, Owner shall use commercially reasonable efforts to maximize the use of contractors, subcontractors, and service providers located in the County when awarding bids related to the construction of the Improvements. In determining whether a particular contractor, subcontractor or service provider is qualified, Owner may consider, in its sole discretion: (i) such person or firm's bonding capacity, (ii) financial and staffing capacity to carry out the work, (iii) expertise and experience, (iv) the requirements of any manufacturer with respect to the particular aspect of the work for which the person or firm is being considered; and (v) integrity, responsibility and reliability. In the same manner and subject to the same exercise of discretion, Owner shall request that the general contractor use commercially reasonable efforts to maximize the use of contractors, subcontractor, and service providers located in County when awarding bids related to the construction of the Improvements.

3.6. Inspections. As required by TEX. TAX CODE §§312.402(a-2) and 312.205(a)(2), the County shall have the right to inspect the Improvements subject to the following:

(a) Right to Inspect, Obtain Information. Subject to the further provisions of this Section 3.6, at all times during the term of this Agreement, the County, acting through its officers or a designated agent or employee, shall have reasonable access to the Improvements: (i) to verify that the Improvements are constructed in accordance with the Plans and Specifications

and conditions of this Agreement, (ii) to verify that the Improvements are operated in a manner consistent with this Agreement, (iii) to verify compliance with the terms of this Agreement and the truth of any representations made by Owner pursuant to the terms of this Agreement, (iv) to determine the Capacity, (v) to obtain or verify information reasonably necessary to ascertain the Certified Appraised Value (as defined herein) of the Improvements, or (vi) any other fact or circumstance pertinent to the performance of this Agreement.

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

3.7. Annual Certification. As required by TEX. TAX CODE §312.402(a-2) and 312.205(a)(6), on or before January 31 of each calendar year that this Agreement is in effect Owner shall certify to the County its compliance with all material provisions of this Agreement. This annual certification (the “Annual Certification”) shall contain a statement, sworn to by the individual who is an authorized officer of Owner, stating that Owner is following such material terms of this Agreement as well as a statement regarding the Capacity and Taxable Value as required by Section 2.3(c) above.

3.8. Determination of Value. The parties recognize that in accordance with applicable law the Chief Appraiser of the Appraisal District shall annually determine the Certified Appraised Value of all real and personal property making up the Improvements without regard to the abatement granted by this Agreement and the Certified Appraised Value of such property after applying the abatement granted this Agreement. The Chief Appraiser shall then record both values in the appraisal records. The value of the Improvements without regard to the abatement shall be used to compute the amount of abated taxes that are required to be recaptured and paid to the County in the event recapture of such taxes is required by this Agreement or applicable law. During the term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Appraisal District with such information as is required by applicable law (including Chapter 22 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement. The Appraisal District will determine the values required herein in any manner permitted by applicable law, but without limitation of Owner’s rights in Section 3.9 hereinbelow.

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

3.10. Use of Improvements. As required by TEX. TAX CODE §§312.402(a-2) and 312.205(a)(3), the Improvements shall be used solely for the generation, storage, and distribution

of electricity using wind powered turbines in furtherance of the County's development goals to achieve a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

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

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

ARTICLE 4. REPRESENTATIONS

4.1. By the County: The County 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 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 Commissioners Court; (iv) this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County.

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

(1) That Owner is a limited liability company properly organized under the laws of the state of its formation indicated in the introductory paragraph to this Agreement and in good standing and qualified to do business in the State of Texas.

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

(3) That the governing person of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized by appropriate resolution or other action to undertake and perform all covenants undertaken by Owner pursuant to this Agreement.

(4) That there is no operating agreement, certificate of formation, governing document, or agreement between Owner and any third party which in any way limits

Owner's authority to enter into this Agreement and perform all covenants and agreements set forth herein.

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

(6) To the best of Owner's knowledge and belief and based solely upon Owner's evaluation of the Military Aviation Facilities identified on the Texas Comptroller's "Chapter 313 Exclusion Zone Online Mapping Tool" published on the Texas Comptroller's website, that no part of the Improvements will include a Wind-powered Energy Device located within 25 nautical miles of a Military Aviation Facility.

(7) That Owner owns or has a leasehold interest in all of the real property included within the Reinvestment Zone.

ARTICLE 5. DEFAULT; REMEDIES

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

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

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

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

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

(4) Any representation made by Owner in Section 4.2 of this Agreement is untrue as of the effective date of this Agreement; or

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

5.3. Notice, Right to Cure. Upon the occurrence of an event of default (including default under Sections 5.1 or 5.2 above), the County shall give the Owner written notice specifying the default. The County shall be entitled to pursue any and all remedies available to the County as a result of the event of default if Owner has not cured the default within the following periods:

(a) Monetary Defaults. If the event of default relates to the payment of money, Owner shall cure such default within 30 calendar days of the date of the notice from the County.

(b) Non-Monetary Defaults. If the event of default is based upon an event other than a default in the payment of money, Owner shall cure such default within 30 calendar days of the date of the notice of default by the County; provided, however, that if the nature of the default is such that it cannot be fully cured within 30 calendar days of the notice from the County then the cure period shall be extended for the time necessary to fully cure the default (not to exceed 180 calendar days in total) so long as Owner commences the cure of the default within 30 calendar days of notice from the County and thereafter continuously and diligently prosecutes the cure to completion. For the avoidance of doubt, the County shall be entitled to exercise any and all remedies available to the County (i) if Owner does not commence the cure within 30 calendar days of notice from the County; (ii) if Owner at any time stops curing the default or fails to continuously and diligently prosecute the cure to completion; and/or (iii) if Owner has not fully completed the required cure within 180 calendar days after notice of the default.

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

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

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

(3) The County may cancel this Agreement or modify this Agreement.

(4) Foreclose any of the liens described in this Section 5.2 above.

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

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

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

5.6 Default by County. If Owner believes that County is in default of its obligations under this Agreement, Owner shall give County written notice specifying the default, and County shall cure such default within 180 days of the date of the notice from the Owner. After any uncured default by County, Owner may file suit in a proper court as permitted by this Agreement. OWNER'S SOLE REMEDY WILL BE SPECIFIC PERFORMANCE BY THE COUNTY AND THE COUNTY IN NO EVENT WILL BE LIABLE TO OWNER FOR DAMAGES (OF ANY KIND) OR FOR ANY COSTS OR EXPENSES INCURRED BY OWNER, INCLUDING, WITHOUT LIMITATION, THE COST OR EXPENSES INCURRED IN OBTAINING A JUDGMENT OF SPECIFIC PERFORMANCE.

5.7 Indemnity. OWNER SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE (INCLUDING THE COUNTY JUDGE EXECUTING THIS AGREEMENT AND ANY FUTURE COUNTY JUDGE), THE STEPHENS COUNTY COMMISSIONERS (INCLUDING THE STEPHENS COUNTY COMMISSIONERS SERVING ON THE COMMISSIONERS COURT AT THE TIME THIS AGREEMENT IS EXECUTED AND ALL FUTURE STEPHENS COUNTY COMMISSIONERS), THE APPRAISAL DISTRICT, AND THE EMPLOYEES, AGENTS, REPRESENTATIVES, AND ATTORNEYS EMPLOYED BY THE COUNTY (COLLECTIVELY "**INDEMNIFIED PARTIES**"), HARMLESS FROM AND AGAINST ALL SUITS, ACTIONS, PROCEEDINGS, CAUSES, CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, AWARDS, JUDGMENTS, COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) AND EXPENSES (COLLECTIVELY "**CLAIMS**") (A) ARISING OR OCCURRING AS A RESULT OF (I) OWNER PARTIES OPERATIONS OR ACTIVITIES WITHIN THE REINVESTMENT ZONE, (II) ANY ACT OR OMISSION BY OWNER PARTIES, (III) OWNER PARTIES VIOLATION OF ANY APPLICABLE LAWS, (IV) CONSTRUCTING, INSTALLING, MAINTAINING, USING, OPERATING, REPAIRING, REPLACING, RELOCATING, OR REMOVING THE IMPROVEMENTS BY OWNER PARTIES, (V) THE BANKRUPTCY OR INSOLVENCY OF OWNER, OR (B) BROUGHT BY ANY PERSON OR ENTITY CHALLENGING, IN ANY WAY, THE VALIDITY OF THIS AGREEMENT, THE REINVESTMENT ZONE, OR THE ACTIONS OF THE INDEMNIFIED PARTIES IN RELATION TO THIS AGREEMENT AND/OR THE REINVESTMENT ZONE. "**Owner Parties**" shall mean Owner and Owner's officers, directors, partners, members, affiliates, lenders, employees, shareholders, attorneys, lessees, sublessees, licensees, invitees, contractors (and the contractor's employees, agents, representatives, and successors), subcontractors (and the

subcontractor's employees, agents, representatives, and successors), consultants, agents, representatives, and all other persons or entities who enter into the Reinvestment Zone at the direction or request of Owner.

ARTICLE 6. ASSIGNMENT

6.1. Assignment So long as no default exists and is continuing at the time of the proposed assignment and Owner provides the information required under Section 6.2 hereinbelow, and subject to the restrictions set forth in Section 6.5, Owner shall have the right, **after obtaining the County's written consent**, to assign, in whole or in part, any of its rights or obligations under the terms of this Agreement.

6.2. Information on Assignee to be Provided to County; Timing of Consent. In the event Owner proposes to assign all or any portion of its interest in the Improvements in connection with an assignment of this Agreement that requires the County's approval, Owner agrees to provide the County the Background Information (as defined in Section 7.2) on the proposed assignee. Owner agrees to reimburse the County for any expenses incurred, including, without limitation, reasonable attorney fees and legal expenses, by the County in obtaining or analyzing any of the Background Information.

6.3. County May Withhold Consent. The County may withhold its consent to a proposed assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the Agreement and pay the ad valorem tax assessments from the County as they are made, or the proposed assignee cannot otherwise demonstrate its financial ability to abide by all terms and conditions set forth herein, (ii) the proposed assignee has a record of violations or defaults with respect to its operations of energy projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement, (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 6.4 below, or (iv) the assignee is a Non-taxable Entity. If the County reasonably requests additional information, the Owner and the prospective assignee agree to promptly disclose such information. "Non-taxable Entity" shall mean any sale, transfer or assignment of the Improvements or any portion thereof or any interest therein to a person or entity that is exempt from property taxation under applicable law.

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

- (1) The execution and delivery to the County of an addendum to this Agreement, in a form substantially similar to this Agreement, wherein: (i) in the case of a partial assignment, it is executed by the Owner and the assignee and provides that each of them assume and agree to timely discharge all covenants and obligations under the terms of this Agreement and (ii) in the case of a full assignment, it is executed by the assignee and provides that assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement;

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

(3) Payment, by the Owner or assignee, of all reasonable expenses incurred by the County in connection with the proposed assignment, including, without limitation, its reasonable and necessary attorney's fees in connection with the assignment as well as the expenses referred to in Section 6.2 above;

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

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

ARTICLE 7. DEFINITIONS

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

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

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

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

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

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

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

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

ARTICLE 8. NOTICES

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

If to the County:

Stephens County, Texas
Attn: Michael Roach, County Judge
200 West Walker, Breckenridge, Texas 76424

With Copy To:
Wetsel, Allen, & Lederle, L.L.P.
Attn: Jake Lederle
207 Oak St., Sweetwater, Texas 79556

If to the Owner:

La Casa Wind, LLC
Attn: Anthony Pedroni, VP Development
700 Universe Blvd.
Juno Beach, Florida 33408

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

ARTICLE 9. GENERAL PROVISIONS

9.1. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce

any right or obligation relating to this Agreement shall be exclusively in the State Courts of Stephens County, Texas, and Owner hereby irrevocably waives any right or ability to remove any dispute to federal court and further hereby irrevocably submits to the jurisdiction of said courts.

9.2. Undocumented Workers. Owner certifies that Owner does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Owner is convicted of a violation under 8 U.S.C. § 1324a(f), Owner shall repay the amount of any public subsidy provided under this Agreement to Owner plus six percent (6.0%), not later than the 60th day after the date the County notifies Owner of the violation.

9.3. No Boycott. 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.

9.4. Not a Listed Company. In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S. B. 252, 85th Leg., R.S. (2017)), 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.

9.5. Estoppel Certificate. Upon written request by a party, the other party will provide a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if the other party is in breach of this Agreement, the nature of the breach, (ii) a statement as to whether this Agreement has been amended and, if so, the identity and substance of each amendment, and/or (iii) such other matters as may be agreed upon by the parties. A party shall not unreasonably withhold or delay its consent to such requests. Any performance or cooperation by the County pursuant to this Section 9.5 shall be at no cost or expense to the County and Owner shall, within 30 calendar days of receiving an invoice from the County, reimburse the county for all costs and expenses incurred by the county, including, without limitation, attorney fees and legal expenses.

9.6. Force Majeure. If Owner's performance of any non-monetary obligations under this Agreement (other than Owner's covenant of continued operations as set forth in Section 2.4(g) or Owner's obligation to install and maintain an aircraft detection lighting system) is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner and which is not directly or indirectly caused by the acts or omissions of Owner's officers, employees or agents, then Owner shall be excused from the performance of such non-monetary obligations interrupted, delayed, or prevented by the event of force majeure during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. Notwithstanding anything to the contrary herein or otherwise, an event of Force Majeure shall not relieve, excuse, or suspend Owner's obligations to timely comply with all monetary obligations set forth in this Agreement, including, without limitation, the payment of any and all taxes, and the Payments in Lieu of Taxes (set forth in Section 2.3 of this Agreement). Notwithstanding anything to the contrary herein or otherwise, an event of Force Majeure shall not toll the Abatement Period, which will end on the 10th anniversary of the Commencement Date. Contingencies or causes beyond the

control of Owner include, without limitation:

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

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

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

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

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

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

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

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

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

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

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

9.14. Reimbursement of Expenses. Owner agrees to reimburse the County for the reasonable and necessary attorney's fees and expenses incurred by the County in connection with the negotiation and preparation of this Agreement such reimbursement not to exceed \$35,000. Reimbursement under this Section 9.9 shall be made within 15 calendar days of execution of this Agreement by the County.

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

Exhibit A – Reinvestment Zone & Property Descriptions .

9.16. Guaranty. NextEra Energy Resources (the “Guarantor”) hereby expressly joins in this Agreement for the sole and express purpose of guaranteeing the performance of all obligations and covenants set forth in this Agreement (the “Guaranteed Obligations”), which Owner, a wholly owned affiliate of NextEra Energy Resources, is undertaking by entering into this Agreement. Guarantor hereby unconditionally and irrevocably guarantees, to the County, as primary obligor and not as surety, the full and prompt performance of the Guaranteed Obligations. To the extent that Owner fails to perform the Guaranteed Obligations and the County elects to send a notice of default then the County shall send a copy of such notice of default to Guarantor currently with the delivery of such notice of default to Owner and thereafter Guarantor shall promptly perform, or cause to be performed, the Guaranteed Obligations within the time period permitted under this Agreement or such notice of default. Guarantor shall not be released from the terms of the guaranty in this paragraph unless agreed to by the County in writing.

[Signature Page Follows]

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

Attachments:

ATTEST:

COUNTY:

Stephens County, Texas

Jackie Ensey, County Clerk

Michael Roach, County Judge

STATE OF TEXAS)

COUNTY OF STEPHENS)

This instrument was acknowledged before me on March 11, 2024 by Michael Roach, County Judge of Stephens County, Texas on behalf of said County.

Notary Public, State of Texas

[Signatures Continue Next Page]

OWNER:

La Casa Wind, LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF [REDACTED])

COUNTY OF [REDACTED])

This instrument was acknowledged before me on _____, 2024 by _____, the _____ of La Casa Wind, LLC, a [REDACTED] limited liability company, on behalf of La Casa Wind, LLC.

Notary Public, State of _____

[Signatures Continue Next Page]

Guarantor:
NextEra Energy Resources

By: _____
Print Name: _____
Title: _____

STATE OF [REDACTED])

COUNTY OF [REDACTED])

This instrument was acknowledged before me on _____, 2024 by
_____, the _____ of NextEra Energy
Resources.

Notary Public, State of _____

Exhibit A – Reinvestment Zone & Property Descriptions

Survey Name	Block Number	Survey Number	Abstract Number
T&P RR CO	5	53	1544
CAREY, J A	5	52	2489
T&P RR CO	6	3	270
T&P RR CO	6	27	273
STONE, J F	6	44	2462
JEFFREY, T	6	2	2252
T&P RR CO	6	23	262
GARDENHIVE, G W	6	26	994
YOCUM, J N	6	26	2474
T&P RR CO	6	45	295
PEARCE, S T	6	48	1051
CUNNINGHAM, J F	6	48	962
COOK, J M	6	26	2379
RANEY, B F	6	48	1351
DAVIS, R B	6	48	1408
T&P RR CO	6	25	272
RIDDEL, O R	6	46	1734
RIDDEL, O R	6	46	1227
T&P RR CO	6	47	296
BROWN, Q	6	46	1790
WIMBERLY, P L	4	78	2356
GARDENHIVE, J G	4	78	1991
SIMMONS, A Q	4	78	2816
CARTER, J R	(x)	116	38
T&P RR CO	6	91	306
NOLEN, W H	6	92	1274
DENNISON, L C	(x)	115	50
RIDDEL, O R	6	72	1733
T&P RR CO	6	93	255
T&P RR CO	6	71	287
BRATTON, G	6	94	1622
AB&M	(x)	1	12
VEALE, J R	(x)	2	2274
CHAMBLIS, E	(x)	1	1496
BROWDER, E E	4	90	1793
JENKINS, S A	4	90	2414
T&P RR CO	4	91	361
CUNNINGHAM, J F	6	48	962
T&P RR CO	6	69	286
DAVIS, R B	6	48	1408
T&P RR CO	6	47	296
GARDENHIVE, W J	6	70	2714
JENNINGS, E Y	6	70	2531
LILLIARD, J M	6	70	1435
GARDENHIVE, J G	4	78	1991
T&P RR CO	4	79	358
T&P RR CO	6	1	269

DRAFT