

**FIRST AMENDED
TAX ABATEMENT AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF HASKELL §

KNOW ALL MEN BY THESE PRESENTS:

THIS FIRST AMENDED TAX ABATEMENT AGREEMENT (the "Agreement") is made and entered into by and between HASKELL COUNTY, TEXAS (the "County"), and IP QUANTUM, LLC, a Delaware Limited Liability Company (the "Project Entity"), effective as of November 8, 2023 (the "Effective Date"), and which amends and restates that certain Tax Abatement Agreement between the Project Entity and the County effective as of the 28th day of January, 2020 (the "Original Tax Abatement Agreement") and is as follows:

WHEREAS the Project Entity will be the owner of certain improvements in place and to be constructed on real property located within a certain Reinvestment Zone designated by County under Chapter 312, Texas Tax Code; and

WHEREAS, the Project Entity has acquired or will acquire certain lease and/or easement rights or options ("Real Estate Rights") for use in the development of a solar powered electric power generating facility to be located within the Reinvestment Zone below described in Haskell County, Texas; and

WHEREAS, on August 27, 2019, the Commissioner's Court of Haskell County, Texas, pursuant to Chapter 312, Texas Tax Code, designated certain property located in Haskell County, Texas, as the Haskell County Reinvestment Zone, Intersect Power Quantum, LLC Project (the "Reinvestment Zone"); and

WHEREAS the Project Entity intends to construct, operate and maintain a solar powered electric power generating facility with solar panels located in Haskell County, anticipated to be comprised of not less than 200 megawatts of solar generation capacity (AC) and capital costs of approximately \$180,000,000 (the "Project"); and

WHEREAS the Project Entity would not exercise or utilize the Real Estate Rights and construct the Improvements (as defined in Section 2(c) of this Agreement) without receipt of an abatement of all ad valorem property taxes levied by the County; and

WHEREAS the Project Entity contemplates that, from time to time during the Term of this Agreement (as defined herein), certain financial and other interests in portions of the Project or of the Project Entity may be transferred, assigned, mortgaged, pledged, hypothecated or collaterally assigned to lenders, secured parties, hedge parties, power purchasers, offtake providers, to lenders or investors for financing purposes (each an "Investor Group"); and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Project Entity hereby agrees as follows:

1. Authorization and Assignment.

(a) This Agreement is authorized and governed by the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS TAX CODE, as amended and the Haskell County Tax Abatement Guidelines and Criteria as previously adopted by the Commissioner's Court of Haskell County (the "Guidelines and Criteria"). The Commissioner's Court of Haskell County has determined that the terms of this Agreement and the property subject to this Agreement meet the Guidelines and Criteria adopted by the County, or to the extent of any inconsistency with the Guidelines, the Commissioner's Court has determined, in its discretion and in accordance with Texas Tax Code Section 312.002(d), that this Agreement should be entered into notwithstanding any such inconsistency. This Agreement has been adopted in accordance with all applicable notice and hearing requirements of Chapter 312, Texas Tax Code.

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

(a) "Certified Appraised Value" shall mean the appraised value of the Property as certified by the Haskell County Appraisal District for each taxable year.

(b) "Reinvestment Zone" shall mean that certain area qualifying for tax abatement designated by the Commissioner's Court on August 27, 2019, as the Reinvestment Zone pursuant to Guidelines and Criteria adopted by Haskell County.

(c) "Improvements" shall mean the buildings and structures (or additions, upgrades or portions thereof) and other improvements, fixtures and other tangible personal property, including fixed machinery, equipment and process units which may consist of one or more electrical substations, underground and overhead electrical distribution and transmission facilities, solar panels, sunlight measurement equipment, foundations, pads, footings, mounting structures, supports, transformers, appurtenant electric equipment, communication cable, and data collection facilities, but excluding battery storage facilities, to be installed, added, upgraded or used on the Property by or for the Project Entity after the effective date of this Agreement; and all other real and tangible personal property permitted by Chapter 312 of the Texas Property Tax Code which relate to the Project. The land located in the Reinvestment Zone is not eligible for the abatement nor are assets of the lessors of the land where the Improvements are located. Tangible personal property located on the Property at any time before the period covered by the Agreement is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory and supplies.

(d) "Property" shall mean the tract of land described in Exhibit "A," as depicted in the map which is Exhibit "B," attached hereto and incorporated herein for all purposes, and all Improvements located thereon, which are located in the Reinvestment Zone and comprise the Project. In the event of a discrepancy between Exhibit A and Exhibit B, Exhibit B shall control.

(e) "Commissioner's Court" shall mean the governing body of Haskell County, Texas.

(f) "Owner" shall mean the owner of the rights and interests in the Project which shall be the Project Entity and its successors and/or permitted assigns, who are assigned or conveyed rights or interests in the Property or the Project, the Investor Group who acquires rights or interests in the Property or the Project, or any combination thereof. An "Affiliate" of an Owner means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Owner. For purposes of this definition, "control" of an entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise.

(g) "County Authorities" shall mean Haskell County, acting by and through its duly elected and appointed representatives.

(h) "Certificate" means a letter, provided by the Project Entity to the County Judge of Haskell County, certifying that the Project has achieved Commercial Operations and outlining the Improvements included in the Project, and stipulating the overall solar panel megawatt capacity of the Project (measured in AC). At any time before or after receipt of the Certificate, the County may inspect the Property within the Reinvestment Zone in accordance with this Agreement to determine the status of the Improvements. If the Certificate indicates that certain ancillary facilities not required for Commercial Operations are still under construction on the date that the Certificate is delivered, Project Entity will deliver an amended Certificate to the County within thirty (30) days after all Project construction is complete.

(i) "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 (to the extent such causes and events are not reasonably within the control of the party claiming suspension): acts of God and the public enemy, strikes, lockouts or other industrial disturbances, inability to obtain material or equipment or labor, wars, blockades, insurrections, riots, epidemics or pandemics, landslides, lightning, earthquakes, fires, storms, floods, high water washouts, inclement weather, arrests and restraint of rulers and people, interruptions by government or court orders, present or future orders of any regulatory body, civil disturbances, explosions, breakage or accident to machinery or lines, freezing of lines, inability to obtain or delays in obtaining additional necessary rights-of-way or permits (provided a Project Entity has used reasonable efforts to obtain such rights-of-way or permits), any laws, rules, orders, acts or restraint of government or governmental body or court, or the partial or entire failure of fuel supply or any other event that is beyond the reasonable control of the party claiming Force Majeure.

(j) "Commercial Operations" means that the construction of the Project is substantially complete.

3. Administration of Agreement. This Agreement shall be administered by the County Judge of Haskell County, Texas.

4. Term. This Agreement shall be effective as of the date of execution hereof and shall continue through the period specified in Section 8, unless terminated earlier, as provided herein (the "Term" of this Agreement). Project Entity may elect to terminate this Agreement

for any reason prior to December 31, 2026, by so notifying the County in writing of such election.

5. Construction of the Improvements. Project Entity anticipates that it will commence construction of the Project on or before January 1, 2027, with a completion goal of on or before December 31, 2028. Project Entity shall have the one-time right to extend the anticipated dates by one (1) year by giving written notice of such extension to the County Judge of Haskell County, Texas. The Certified Appraised Value of the Property will depend upon annual appraisals by the Haskell County Appraisal District.

6. Job Creation. The Project Entity agrees to create at least two (2) permanent full time jobs at the Project and make reasonable efforts to employ persons who are residents of Haskell County, Texas, in such jobs; provided, however, that the Project Entity shall not be required to employ Haskell County residents who are not (i) equally or more qualified than nonresident applicants; (ii) available for employment on terms and/or salaries comparable to those required by nonresident applicants or (iii) able to become qualified with seventy-two (72) hours of training. In the event a Haskell County resident could become qualified with a maximum of seventy-two (72) hours of training, the Project Entity shall provide for such training. Each of the persons employed in such jobs shall perform a portion of their work in Haskell County, Texas.

7. Local Goods and Services. Project Entity and its contractors shall use reasonable commercial efforts to maximize their use of Haskell County labor and services and supplies to be purchased from Haskell County businesses in the course of construction and operation of the Project, as is further described in the Local Goods and Services Plan attached to this Agreement as Exhibit "D".

8. Tax Abatement.

(a) Provided that Project Entity constructs Improvements within the areas comprising the Reinvestment Zone having a minimum electrical generation capacity of at least Two Hundred (200) megawatts (AC) and, except for events of Force Majeure and Other Events, continuously operates the same within the Term of this Agreement, there shall be granted and allowed hereunder to Project Entity by the County Authorities a 100% property tax abatement for all categories of ad valorem taxes assessed by the County on the taxable Improvements constructed, expanded, located, or acquired hereunder in the Reinvestment Zone, commencing on January 1 of the next tax year after the date that the County Judge of Haskell County receives the Certificate. A payment in lieu of taxes (PILOT) shall be made according to Section 8(b). "Other Events" means periods of time during which the Project is not operational due to repairs, maintenance, curtailments, weather, repowering, casualty, regulatory requirements, capacity-related standby non-operational periods, backup contract related standby non-operational periods, or other commercially reasonable periods of time during which the Project Entity is unable or unwilling to operate the Project. For the avoidance of doubt, the occurrence of Other Events will not excuse Project Entity's obligations under Section 8(b) below.

(b) Provided that Project Entity constructs solar Project Improvements within the Reinvestment Zone with a minimum electrical generation capacity of at least Two Hundred (200) megawatts (AC), for each of the years 1 through 10, beginning on January 1st

of the tax year after the date that the County Judge of Haskell County receives the Certificate, the Project Entity agrees to pay in lieu of any County property taxes, annually an amount equal to the product of One Thousand Three Hundred and No/100 Dollars (\$1,300.00) multiplied by the total number of megawatts of nameplate capacity (measured in AC) of the solar panels installed by the Project Entity in Haskell County, but in no event less than 200 megawatts. Each such payment shall be due by January 31st of the year following the tax year with respect to which the payment is made.

(c) It is specifically understood and agreed that the abatement granted herein is nonexclusive and does not prevent the County Authorities from dealing with any other or subsequent owner or owners of the Project; provided, however, the County Authorities agree that the abatement provided in Paragraph 8(a) and PILOT provided in Paragraph 8(b) above shall extend to Owner, its successors and permitted assigns, or the Investor Group, as applicable, for a period of ten (10) years commencing on January 1st of the next tax year following the receipt of the Certificate by the County Judge of Haskell County.

(d) Project Entity agrees that the Improvements, once constructed, shall remain in place and operational, to the extent commercially reasonable, and subject to shutdown periods for equipment repair, replacement, repowering, or other commercially reasonable purposes, until at least twenty (20) years after the date the Certificate for the Project is delivered by Project Entity, provided that nothing herein prevents Project Entity from replacing Improvements within the Reinvestment Zone prior to that date, and provided that this provision shall not require the Improvements to generate any minimum amount of electricity.

9. Representations.

(a) Project Entity represents that it and its successors or permitted assigns will each have a taxable interest in the Improvements to be placed on the Property. Further, construction of the proposed Improvements will be performed by the Project Entity and its respective successors or assigns and/or its contractors and/or subcontractors. Further, the Project Entity and its respective successors or permitted assigns each represents that use of the Improvements and the Property within either the Reinvestment Zone will be consistent with the general purpose of encouraging development or redevelopment of the area during the Term of this Agreement. All representations made in the Application for Abatement in Haskell County, and modified by the terms of this Agreement, are true and correct in all material respects to the best of the Project Entity's knowledge and belief.

(b) The County Authorities represent that the Reinvestment Zone (i) has been created 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; (ii) the Property located in the Reinvestment Zone is within the legal boundaries of the County; and (iii) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

(c) Project Entity and the County Authorities represent that no member of Commissioners Court owns or leases the Property or the Improvements.

(d) Project Entity has paid to County the sum of One Thousand and No/100 Dollars (\$1,000.00) as the administrative fee required by the Guidelines and Criteria and has agreed to pay the publication fees by the Haskell Newspaper for publication of the public notices and has agreed to reimburse County for the attorneys' fees and expenses incurred by County in the negotiation and implementation of this Agreement.

10. Administrative.

(a) Access to and Inspection of Property by County Employees. Project Entity and its successors and permitted assigns shall allow the County Authorities' employees and/or designated representatives of the County Authorities access to the Improvements for the purpose of inspecting any Improvements erected to ensure that such Improvements are completed and maintained in accordance with the terms 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 Project Entity forty-eight (48) hours advance notice and shall be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Project Entity and in accordance with all applicable safety standards. Upon completion of construction, the designated representative of the County Authorities shall annually evaluate each facility receiving abatement to ensure compliance with the Agreement, and a formal report shall be made to Commissioners Court.

(b) On May 1st of each year that this Agreement is in effect, Project Entity shall certify to the County Authorities that it is in compliance with each applicable term of this Agreement and shall provide such documentation demonstrating compliance as the County Authorities may reasonably request.

(c) The Chief Appraiser of the Haskell County Appraisal District annually shall determine (1) the Certified Appraised Value of the Property and the Improvements and (2) the taxable value, pursuant to the terms of abatement under this Agreement, of the Property and Improvements. The Chief Appraiser shall record both the abated taxable value and the Certified Appraised Value in the appraisal records. The Certified Appraised Value listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. During the ten (10) year abatement period of this Agreement, each year, Project Entity shall furnish the Chief Appraiser with such information outlined in Chapter 22, TEXAS TAX CODE, as may be necessary for the administration of the abatement specified herein.

11. Assuring Open Access to Transmission Infrastructure

(a) The Parties acknowledge that this Agreement is meant to enhance the development of solar generated electricity projects in Haskell County. Project Entity further acknowledges that the County hosts certain critical transmission infrastructure ("Public Infrastructure"), including substation(s) and transmission lines which 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 solar and other electricity generating facilities in the County by other project sponsors/owners ("Competing Line Owners").

(b) Project Entity agrees to reasonably accommodate the planning, construction and operation of such Competing Lines, including the interconnection of such lines to substations. Project Entity also agrees to cooperate reasonably with Competing Line Owners to facilitate access to Public Infrastructure. Such cooperation may include: (i) 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 (ii) allowing a Competing Line to cross the Project's leased area provided the Competing Line Owner and the Project Entity execute a crossing agreement reasonably acceptable to all parties. Notwithstanding the above: (i) Project Entity shall in no event be required to permit a Competing Line to be located under or over the Project Improvements, (ii) Project Entity shall not be required to exchange any lease or easement rights if it reasonably determines that such exchange would materially interfere with its planned or current development or operations of the Project, (iii) Project Entity is not required to curtail the production of electricity from the Project unless specifically and expressly required by applicable rules and regulations of the Electrical Reliability Council of Texas, (iv) Project Entity 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 Project's leased area or easement area, and (v) a Competing Line Owner's access may be conditioned on meeting Project Entity's on-site safety requirements and timely coordinating with Project Entity to avoid interfering with Project operations or reliability.

(c) Project Entity agrees not to seek unreasonable compensation, limits on Competing Line Owner transmission lines or generating facility capacity, perverse termination clauses, or perverse insurance requirements.

(d) In the spirit of maintaining a fair, competitive and robust environment in Haskell County for electricity generating projects in Haskell County, the County agrees that any future abatement agreement between the County and Competing Line Owner will contain provisions substantially similar to this Section 11.

12. Default.

(a) The County Authorities may declare a default hereunder if Project Entity (i) in the absence of a Force Majeure, fails, refuses, or neglects to comply with any of the material terms, conditions, or representations of this Agreement and fails to cure during the cure period described herein; or (ii) allows ad valorem taxes owed to the County Authorities or any other taxing jurisdiction in Haskell County to become delinquent and fails either to cure during the cure period or to timely and properly follow the legal procedures for their protest or contest. The County shall notify Project Entity and any member of the Investor Group for which Project Entity has provided notice information of any default in writing in the manner prescribed herein. All contact information for purposes of a notice of default shall be provided to the County Judge. The notice shall specify the basis for the declaration of default, and Project Entity shall have the periods of time specified in Paragraph 12(c) to cure any default. Any member of the Investor Group for which the County has notice shall have the right to cure any defect, including any defect caused by an assignee or contractor of such lender, during the same cure periods provided for Project Entity under this Agreement. Any notice of default 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 THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND, IF THE DEFAULT INVOLVES FAILURE TO MAKE IMPROVEMENTS UNDER THE AGREEMENT, RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

(b) Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty business days after the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all reasonable actions within its power to remove the basis for nonperformance (including securing alternative supply sources) and after doing so shall resume performance as soon as possible. The settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected party, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of 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) If the County Authorities declare a default of this Agreement, this Agreement shall terminate (after notice and opportunity to cure as provided for herein), and the County Authorities, in such event, shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement. The County Authorities shall notify Project Entity of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and Project Entity shall have sixty (60) days from the date of such notice to cure any default; provided, however, where fulfillment of any obligation requires more than sixty (60) days, performance shall be commenced within sixty (60) days after the receipt of notice, and such performance shall be diligently continued until the default is cured; provided, however, that if such default is not cured within one hundred and fifty (150) days from the date of notice of default from the County Authorities, the failure to cure such default shall constitute a default hereunder; provided that Project Entity may seek judicial relief to determine whether an alleged default has occurred or whether a cure has been sufficient, and no termination of this Agreement shall occur during the pendency of such a judicial proceeding. If the default cannot be cured, or if Project Entity fails to cure within the period herein specified, Project Entity shall be liable for and will pay to the County Authorities within sixty (60) days following the termination of this Agreement (i) the amount of all property taxes abated under this Agreement *less* all payments in lieu of taxes actually paid by Project Entity, (ii) interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes, and (iii)

penalties on the amount abated in the year of default at the rate provided for in the Texas Tax Code for delinquent taxes.

(d) 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 cure such default prepared by such defaulting party and delivered to the other party.

(e) Notwithstanding any other provision contained herein to the contrary, in the event of termination of this Agreement due to default, the County shall be entitled to recapture all property taxes which have been abated by this Agreement *less* all payments in lieu of taxes actually paid by Project Entity.

(f) LIMITATION OF LIABILITY: CANCELLATION OF THE 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 12(c) OF THIS AGREEMENT, 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 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.

13. Changes in Tax Laws. The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the Term of this Agreement; provided, however, no changes in state tax laws after the date of this Agreement shall affect this Agreement unless such statutory change expressly and validly requires it to retroactively apply to this Agreement. A portion or all of the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that no such exemptions shall apply to the Improvements.

14. Compliance with State and Local Regulations. Nothing in this Agreement shall be construed to alter or affect the obligations of the applicable Project Entity to comply with any ordinance, rule, or regulation of the County or laws of the State of Texas.

15. Assignment of Agreement. This Agreement may not be assigned by Project Entity without the approval of the County Authorities by resolution or order of Commissioner's Court, except the Project Entity may assign its rights and responsibilities hereunder without the County Authorities' consent to any entity or entities or Investor Group which acquires all

or any portion of the Project Entity's interest in the Improvements, the Property or the Project; provided, however, that Project Entity shall give written notice of any such assignment to the County Authorities, whereupon the County Authorities shall cause any property taxes applicable to the interest in the Improvements acquired by the entity or entities or Investor Group to be assessed separately to the entity or entities or Investor Group. Any assignment, including without limitation an assignment to another entity or Investor Group, shall require that all conditions and obligations in this Agreement applying to the interest acquired by the assignee shall be assumed by the assignee, and upon such assumption, Project Entity (or any entity or Investor Group other than such assignee) shall have no further rights, duties or obligations under the Agreement to the extent such rights, duties or obligations apply to the interest acquired by the assignee. No assignment shall be approved if (a) the County Authorities have declared a default hereunder that has not been cured, or (b) the assignee is delinquent in the payment of the PILOT payment described herein or the ad valorem taxes owed to any other taxing jurisdiction in Haskell County. Approval by the County Authorities shall not be unreasonably withheld. The parties hereto agree that a transfer of stock or a portion of stock or other ownership interest in Project Entity to a third party shall not be considered an assignment under the terms of this Agreement. The parties hereto agree that a collateral assignment of Project Entity's interest in this Agreement as a security interest for the benefit of a lender or other financing party or member of the Investor Group shall not require the County's consent or notice to the County.

16. Notice. All notices shall be in writing. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States mail, first-class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Project Entity:

IP Quantum, LLC
c/o Intersect Power
950 SW Gemini Drive PMB # 68743
Beaverton, Oregon 97008

To County:

The Honorable Kenny Thompson
Haskell County Judge
P.O. Box 677
Haskell, Texas 77963

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

17. Road Maintenance and Drainage of Runoff Water. During construction and the operation of the Improvements, Project Entity shall use commercially reasonable efforts to minimize the disruption of Haskell County roads and the drainage and movement of runoff water caused by the construction process and operation of the Project and shall promptly repair any damage to Haskell County Roads and the Drainage System by the construction process or the operation of the Project. Project Entity has executed and agreed to perform the obligations contained in the ROAD USE, MAINTENANCE AND CROSSING AGREEMENT in the form attached hereto as Exhibit "C" ("RUA"). If there is any inconsistency between the terms of this paragraph and RUA, the terms of the RUA shall govern and control.

18. Bond for Removal and Removal Standards.

(a) Removal. On or before the tenth (10th) anniversary of the commencement of Commercial Operations of the Project, or earlier in the event Project Entity elects to terminate operations of the Project, Project Entity shall obtain for the benefit of and deliver to the landowner lessors of the Project (“Landowners”), at Project Entity’s election, a bond, letter of credit, or guarantee from Project Entity’s parent or other creditworthy entity (the “**Removal Bond**”) in an amount equal to one hundred percent (100%) of the Project Entity’s reasonable estimate of the (i) cost of removal of the Project Improvements and (ii) cost of restoration and remediation of the Property included within the Project that will be incurred in complying with the removal and restoration provisions contained in the below (“Removal Standards”). The Project Entity shall provide to Landowners, along with the Removal Bond, bids or estimates by third parties reasonably capable of performing the removal and restoration. Once the Removal Bond is first provided, the Project Entity shall keep such Removal Bond throughout the remainder of the Term and shall adjust the amount of the Removal Bond every four (4) years, if necessary, to offset any increase or decrease in the cost of performance of the removal standards provided for below. If the Project Entity and Landowners cannot agree on the amount of the Removal Bond necessary for the Project Entity’s removal and restoration obligation under this Agreement, or if Landowners in good faith disputes the adequacy of the Removal Bond, the Project Entity and the Landowners shall mutually select a disinterested unaffiliated third party to determine the amount necessary, which shall be approved by the Landowners and the Project Entity in their reasonable discretion. The costs of retaining an unaffiliated third party shall be shared equally by the Landowners and the Project Entity. The Removal Bond shall be released and returned to the Project Entity upon Landowners’ reasonable satisfaction that removal and restoration obligations under this Agreement have been fulfilled.

(b) Removal Standards. Subject to the rights of lenders and the Investor Group holding a security interest in the Project Improvements, upon termination of the Project as provided above, Project Entity shall comply with the removal standards described in Section 302.004 of the Texas Utilities Code and otherwise, the following: (i) remove from the Property included within the Project any Project Improvements owned, installed or constructed by a Project Entity thereon, with the exception of any roads, building foundations or utility installations that the Landowners ask to remain in place, (ii) fill in and compact all trenches or other borings or excavations made on the Project Property, (iii) leave the surface of the Project Property free from debris caused by a Project Entity activities thereon, and (iv) to reclaim the areas of the Project Property disturbed or utilized by leveling, grading or terracing all portions thereof, to the extent caused by Project Entity, at Project Entity’s own cost and expense if and to the extent requested by Landowners within six (6) months of the termination of the Project. Notwithstanding anything herein, Project Entity shall only be required to remove any Project Improvements located beneath the surface of the land (such as, without limitation, footings and foundations) to a depth three feet (3’) below the surface of the land. Any roads and any operations and maintenance building on the Project Property may be left in place provided the Landowners provide Project Entity with a written request that such not be removed. Nothing contained in this Section shall be construed as precluding a Project Entity from taking any of the foregoing actions at any time during the operations term of the Project.

19. Entire Agreement. This Agreement and Exhibits “A”, “B”, “C” and “D” attached hereto contain the entire and integrated tax abatement agreement between the parties

and supersedes all other negotiations and agreements between the parties relating to the grant of tax abatement for the Improvements located on the Property, whether written or oral. In the event that there is a conflict between any of the Exhibits to this Agreement or the Guidelines and Criteria and this Agreement, the provisions of this Agreement shall control over the provisions in the Exhibit or the Guidelines and Criteria.

20. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be declared or held to be invalid or unenforceable by any court, governmental authority or agency having jurisdiction over the subject matter of this Agreement, the remaining terms of this Agreement and the application of such term or provision to any other person or circumstance shall not be affected by such declaration or holding and shall be valid and enforceable as allowed by law.

21. Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Texas.

22. 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 Chapter 312 of the Texas Tax Code.

23. 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, those Guidelines and Criteria are deemed amended for purposes of this Agreement only.

24. Headings. The section headings contained in this Agreement are for purposes of reference and convenience only and shall not limit or otherwise affect in any way the meaning of this Agreement.

25. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one original.

26. Compliance with Tax Code. In the event (A) the term of the abatement with respect to any property is longer than allowed by law or (B) 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 overbroad, and for the portion of the term of the abatement not deemed excessive. Any provision required by Chapter 312 of the Texas Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

27. Anti-BDS Statute. To the extent Section 2270 of the Texas Government Code applies to this Agreement, Project Entity hereby verifies to the County that (i) it does not "boycott Israel" (as such term is defined in Section 2270.001 of the Texas Government Code), and (ii) it will not boycott Israel during the Term of this Agreement.

28. Ratification. As amended, modified and restated by this instrument, all of the terms, covenants and conditions of the Agreement are in full force and effect and the Agreement is hereby ratified and confirmed.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties as of the 8th day of November, 2023.

* * *

[signature page follows]

IP QUANTUM, LLC

By: SR

Print Name: Simon Ross

Title: Chief Commercial Officer

HASKELL COUNTY, TEXAS

By: Kenny Thompson
The Honorable Kenny Thompson
Haskell County Judge

ATTEST:

By: Belia Abela
Haskell County Clerk

Date: 10/30/23

EXHIBIT "A"

LEGAL DESCRIPTION

OF THE REINVESTMENT ZONE

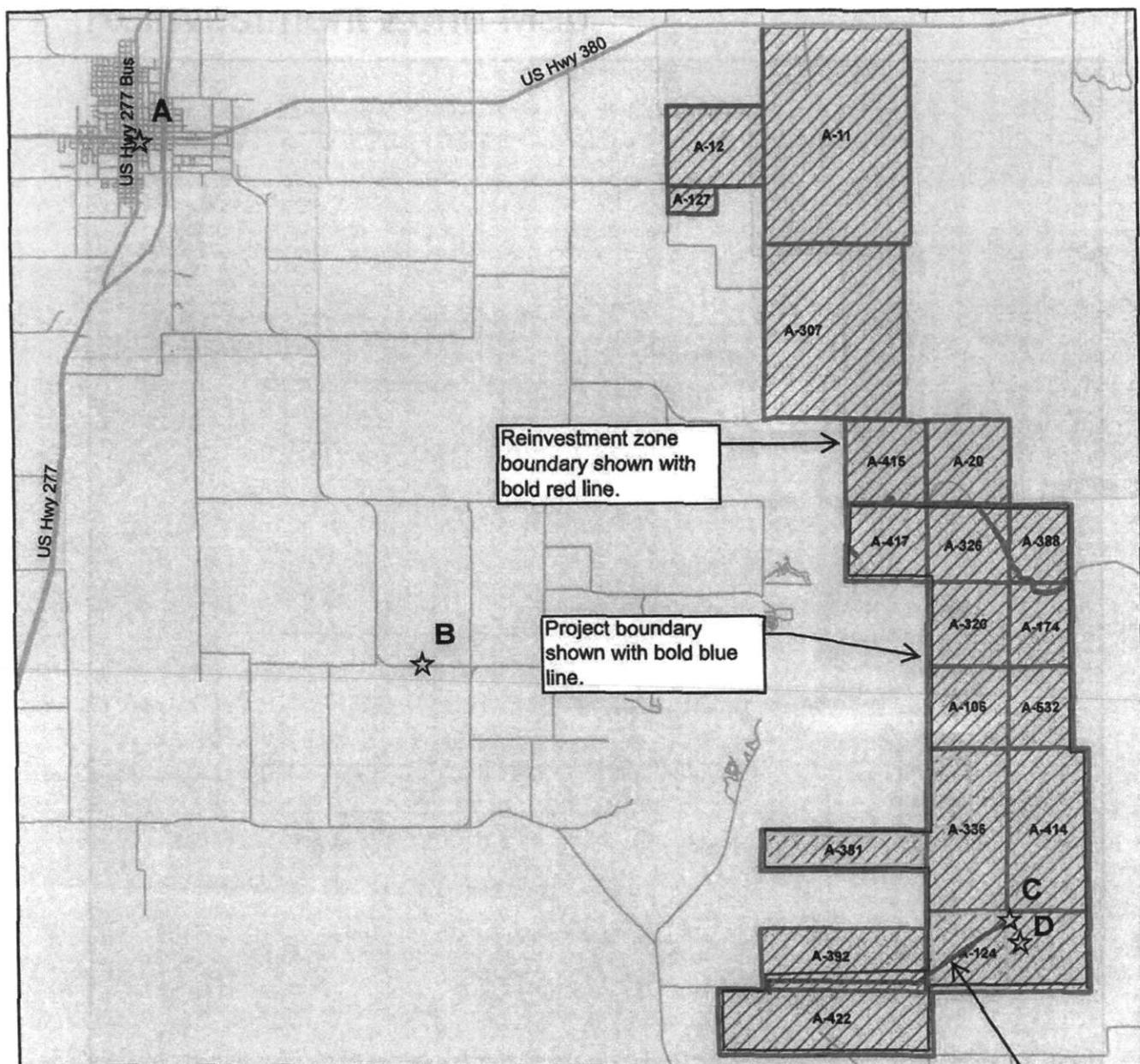
EXHIBIT A

Parcel ID	Legal Acres	Legal Description1	Legal Description2	Acreage
600	UDI 35060	A-294 IRWIN CHARLES SUR#67	TRACT 4 - 384.88 ACRES	384.88
602		A-156 HALL, RICHARD SUR #66	TRACT 6 - 85.0 ACRES	85.00
979	316.0 ACRES	A-305 KING SAMUEL SUR #136	TRACT 4	316.00
984	277.0 ACRES	A-340 PAYNE E.D. SUR #70	TRACT 2	277.00
1263	330.33 ACRES	A-376 SMITH P L SUR #75	TRACT 1	330.33
1264	327.0 ACRES	A-389 THORNTON WM SUR #74	TRACT 1	327.00
1265	330.33 ACRES	A-416 WILLIAMS J SUR#76	TRACT 1	330.33
1440	148.0 ACRES	A-156 HALL RICHARD SUR #66	TRACT 3	148.00
1575	83.0 ACRES	A-302 KING AMOS SUR #68	TRACT 6A	83.00
1579	100.8 ACRES	A-325 MCKNIGHT WM. SUR #73	TRACT 1	100.80
1707	47.0 ACRES	A-627 GC&SF RR. CO. SUR #3	TRACT 3	47.00
1863	160.0 ACRES	A-21 BROOKS GEORGE W	SUR #129 TRACT 3	160.00
1865	75.0 ACRES	A-156 HALL RICHARD SUR #66	TRACT 4	75.00
1866	31.66 ACRES	A-627 GC&SF RR. CO. SUR #3	TRACT 1	31.66
2205	391.0 ACRES	A-160 HOLT H. SUR #161	TRACT 3	391.00
2247	247.0 ACRES	A-340 PAYNE E.D. SUR #70	TRACT 3	247.00
2254	300. ACRES	A-340 PAYNE E.D. SUR #70	TRACT 5A	300.00
2321	399.4 ACRES	A-294 IRWIN CHARLES SUR#67	TRACT 7	399.40
2661		A-302 KING AMOS SUR #68		170.71
2743	187.33 ACRES	A-156 HALL RICHARD SUR #66	TRACT 5	187.33
3016	280.0 ACRES	A-305 KING SAMUEL SUR #136	TRACT 2	280.00
3017	200.0 ACRES	A-340 PAYNE E.D. SUR #70	TRACT 6	200.00
3018	127.9 ACRES	A-325 MCKNIGHT WM. SUR #73	TRACT 2	127.90
3217	160.0 ACRES	A-21 BROOKS GEORGE W. SUR #129	TRACT 2	160.00
3218	178.18 ACRES	A-156 HALL RICHARD SUR #66	TRACT 2	178.18
3219	220.0 ACRES	A-160 HOLT H. SUR #161	TRACT 4	220.00
3221	36.9 ACRES	A-754 JONES C.W.	TRACT 2	36.90
3369		A-302 KING, AMOS SUR #68	TRACT 4A - 22.65 ACRES	22.65
3505	280.0 ACRES	A-305 KING SAMUEL SUR #136	TRACT 3	280.00
3684	104.6 ACRES	A-395 THOMAS G.S. SUR #69	TRACT 3	104.60
3827	131.53 ACRES	A-892 WENIG W.J. SUR #4	BLOCK (GC&SF RR) TRACT 1	131.53
3881	583.797 ACRES	A-302 KING AMOS SUR #68	TRACT 1 & 2	583.80
3882		A-302 KING AMOS SUR #68		82.70
3887	96.5 ACRES	A-294 IRWIN CHARLES SUR#67	TRACT 2	96.50
3887	96.5 ACRES	A-294 IRWIN CHARLES SUR#67	TRACT 2	96.50
3959	178.18 ACRES	A-156 HALL RICHARD SUR #66	TRACT 1	178.18
3961	36.3 ACRES	A-754 JONES C.W.	TRACT 1	36.30
4006	418. ACRES	A-395 THOMAS G.S. SUR #69	TRACT 2	418.00
4055	441.0 ACRES	A-160 HOLT H. SUR #161	TRACT 1	441.00
4063	139.7 ACRES	A-160 HOLT H. SUR #161	TRACT 2	139.70
4068	320.0 ACRES	A-5 ABBOTT CALVIN P. SUR #162	TRACT 2	320.00
4291	306.5 ACRES	A-5 ABBOTT CALVIN P. SUR #162	TRACT 1	306.50
4347	202.00 ACRES	A-343 PUNCHARD S.W. SUR#65	TRACT 3	202.00
4351	16.500 ACRES	A-395 THOMAS G.S. SUR #69	TRACT 3A	16.50
4411		A-156 HALL, RICHARD SUR #66	TRACT 7 - 662.0 ACRES	662.00
4412	63.5 ACRES	A-627 GC&SF RR. CO. SUR #3	TRACT 2	63.50
4515	320.0 ACRES	A-21 BROOKS GEORGE W. SUR#129	TRACT 1	320.00
4538	150.0 ACRES	A-302 KING AMOS SUR #68	TRACT 5	150.00
5088	32.14 ACRES	A-294 IRWIN CHARLES SUR#67	SUR #67 TRACT 3	32.14
5435	104.3 ACRES	A-395 THOMAS G.S. SUR #69	TRACT 1	104.30
5438	300.0 ACRES	A-340 PAYNE E.D. SUR #70	TRACT 4	300.00
5775	128.95 ACRES	A-294 IRWIN CHARLES SUR#67	TRACT 5	128.95
5884	101.042 ACRES	A-302 KING AMOS SUR #68	TRACT 4	101.04
5973	160.0 ACRES	A-302 KING AMOS SUR #68	TRACT 7	160.00
6133	316.0 ACRES	A-305 KING SAMUEL SUR #136	TRACT 1	316.00
6288	200.0 ACRES	A-294 IRWIN CHARLES SUR#67	TRACT 1	200.00
6289	21.4 ACRES	A-294 IRWIN CHARLES SUR#67	TRACT 3A	21.40
6290	258.8 ACRES	A-294 IRWIN CHARLES SUR#67	TRACT 6	258.80
6291	200.0 ACRES	A-302 KING AMOS SUR #68	TRACT 3	200.00
6294	320.0 ACRES	A-21 BROOKS GEORGE W. SUR #129	TRACT 4	320.00
6433		A-156 HALL RICHARD SUR #66	TRACT 4A - 1.5 ACRES	1.50
7286		A-302 KING AMOS SUR #68		144.48
7298	160.0 ACRES	A-302 KING AMOS SUR #68	TRACT 8	160.00
7916	1.0 ACRES	A-156 HALL RICHARD SUR #66	TRACT 5A	1.00
7994		A-294 IRWIN CHARLES SUR#67	SUR #6A - 1.0 ACRES	1.00
37558	86.0 ACRES	A-302 KING AMOS SUR #68	TRACT 6	86.00
				12782.99

EXHIBIT "B"

MAP OF THE REINVESTMENT ZONE

Reinvestment Zone Map



Legend

- ★ A. Haskell County Courthouse
- ★ B. Paint Creek School
- ★ C. Project Substation
- ★ D. O&M Building

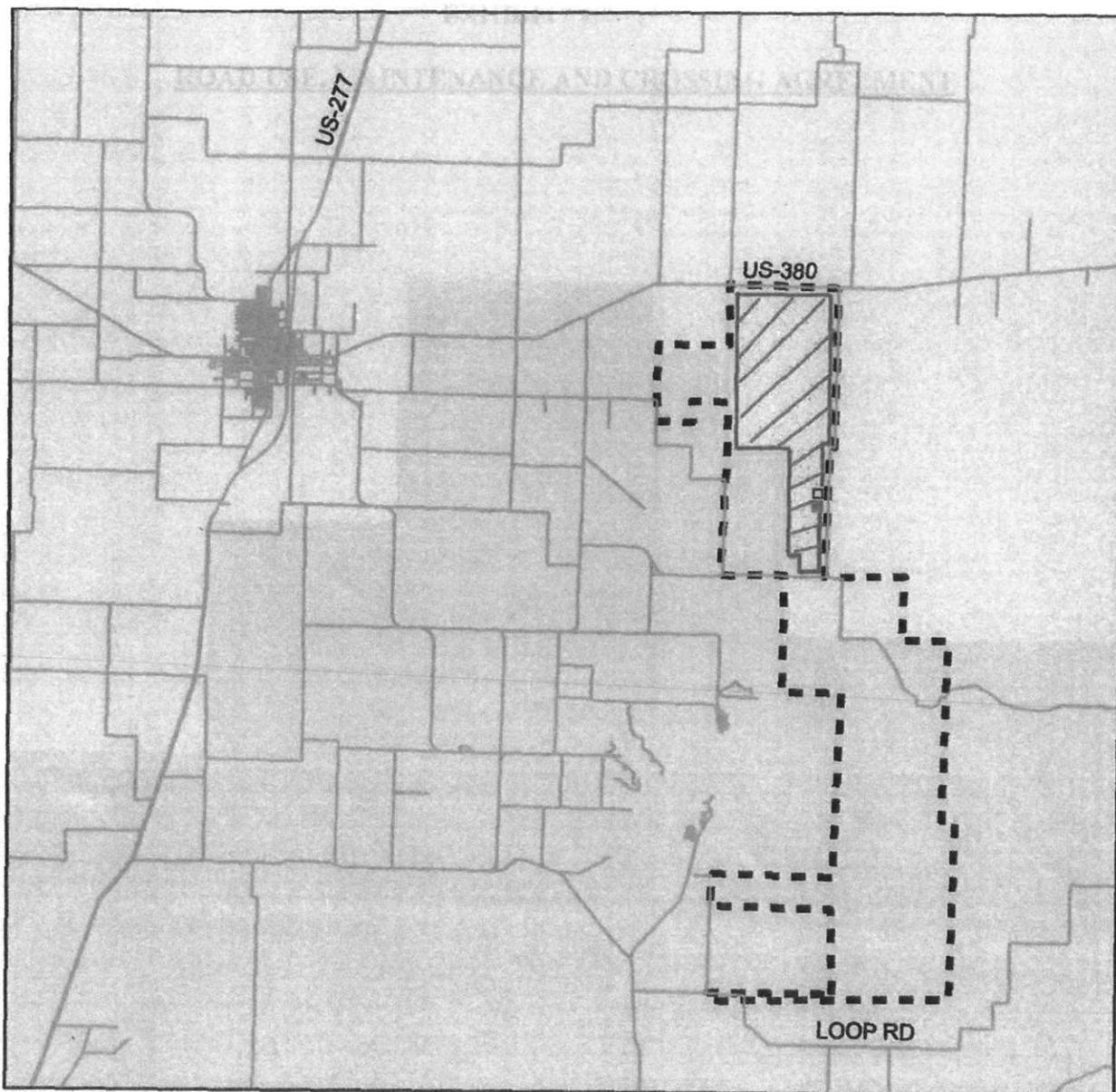
- Solar Development Areas
- ▨ Texas Land Survey Abstract Number
- Haskell Cons ISD
- Paint Creek ISD

Proposed location of project gen-tie line shown with bold green line

0 1.5 3 Miles

NORTH

Project Vicinity Map



Legend

- Approximate Project Substation Location
- IP Quantum Reinvestment Zone
- Approximate Solar Development Area
- Approximate O&M Building Location
- Approximate PV Array Layout

Independent School Districts

- Haskell Cons ISD
- Paint Creek ISD

County

All areas in view are within Haskell County, TX

0 1 2 4 Miles



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on this 8th day of November, 2023.

DEVELOPER

IP QUANTUM, LLC

By: 

Print Name: Simon Ross

Title: Chief Commercial Officer

HASKELL COUNTY, TEXAS

By: 

The Honorable Kenny Thompson
Haskell County Judge

EXHIBIT "B"

COUNTY ROAD CROSSING PERMITS

Whereas, on the 12 day of Sept., 2023, the county commissioners of Haskell County, Texas met to, among other things, discuss the approval of the following road crossings for the solar project known as Quantum being developed by Intersect Power.

Whereas, the Commissioners Court has reviewed the materials related to the subject solar project and determined that it should approve and provide approval for all such crossings (including without limitation the placement of electrical and communications cables for the life of the Project adjacent to, along, under, or over all applicable County roads).

It is therefore ordered, pursuant to Order No. _____, that permission be and is hereby granted to _____ for all of the crossings within the Project, along, over, on and under, as the case may be, the following roads:

HASKELL COUNTY, TEXAS

By:


The Honorable Kenny Thompson
Haskell County Judge

EXHIBIT "D"

LOCAL GOODS AND SERVICES PLAN

Project Entity agrees that it and its contractors, if any, will use reasonable commercial efforts to use Haskell County area businesses in the construction, operation and maintenance of the Project; provided, however that Project Entity shall not be required to use goods and services provided by County residents that are not (i) of similar quality to those provided by nonresidents or (ii) made available on terms, conditions and price comparable to those offered by nonresidents. Comparable price shall be defined as less than or equal to 105% of the nonresident price for equivalent quality, conditions and terms. Project Entity may use goods and services from other nearby counties, and such use will not be construed as a violation of this Agreement.

Project Entity designates the following department and phone number to be available to provide information to any individuals, businesses, and 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 Project: _____ ("Local Services Coordination Department"); Project Entity may change the Local Services Coordination Department phone number or other contact information upon written notice to the County provided in the same manner as Paragraph 16. The County may give out the Local Services Department information to Haskell County individuals, businesses, and contractors who are interested in obtaining information about providing goods and services related to the construction of the Project. Additionally, Project Entity or its construction contractor, if any, shall advertise in local newspapers in Haskell County for local contractors to perform work on the construction of the Project.

SEP 12 2023

Application of IP Quantum, LLC
To Amend Tax Abatement
Agreement §

Commissioners Court
of
Haskell County ML
BELIA ABILA
Clerk County Court, Haskell County, Taxes
Deputy

**A RESOLUTION AND ORDER APPROVING A FIRST AMENDED TAX
ABATEMENT AGREEMENT AND A ROAD USE, MAINTENANCE AND
CROSSING AGREEMENT BETWEEN HASKELL COUNTY, TEXAS AND
IP QUANTUM, LLC**

WHEREAS, Haskell County, Texas and IP Quantum, LLC (the "Project Entity") entered into a Tax Abatement Agreement effective as of January 28, 2020 (the "Original Tax Abatement Agreement");

WHEREAS, the Project Entity has made application to Haskell County to Amend the Original Tax Abatement Agreement and the application meets the requirements of the Guidelines and Criteria of Haskell County for granting a tax abatement in Haskell County;

WHEREAS, Haskell County, Texas designated and created the Haskell County Reinvestment Zone Intersect Power Quantum, LLC Project (the "Reinvestment Zone") by Order of the Commissioners Court of Haskell County, Texas dated August 27, 2019;

WHEREAS, the Project Entity intends to construct, operate and maintain a solar powered electric power generating facility with solar panels and related facilities to be located in the Reinvestment Zone and anticipated to be comprised of not less than 200 megawatts of solar generation capacity (AC) with capital costs of approximately \$180,000,000 (the "Project");

WHEREAS, Haskell County, Texas and the Project Entity have agreed upon the terms of a First Amendment to the Original Tax Abatement Agreement and Road Use, Maintenance and Crossing Agreement;

WHEREAS, Public Notice of the intent of the Haskell County Commissioners Court to enter into a First Amended Tax Abatement Agreement was published in the Stamford and Haskell Star at least thirty days prior to this regularly scheduled meeting of the Haskell County Commissioners;

Upon Motion by Commissioner _____, Seconded by Commissioner _____ at this regularly scheduled meeting of the Haskell County Commissioners' Court, at which a quorum was present, on the 12th day of September, 2023, the following Order and Resolution was PASSED AND APPROVED:

IT IS ORDERED AND RESOLVED BY THE COMMISSIONERS COURT OF HASKELL COUNTY, TEXAS:

1. That the above findings and recitals in the preamble to this Resolution and Order are found to be true and correct and are hereby RATIFIED, APPROVED and ADOPTED.
2. That the First Amended Tax Abatement Agreement in substantially the form attached hereto as Exhibit "A" and the Road Use, Maintenance and Crossing Agreement attached hereto as Exhibit "B" made a part thereof are hereby approved pursuant to the Haskell County Guidelines and Criteria for Granting Tax Abatements, and
3. That, subject to giving of the advance seven-day notice to the other taxing entities in Haskell County as required by the Texas Tax Code, County Judge Kenny Thompson and County Clerk Belia Abila are hereby authorized to enter into, execute and deliver the First Amended Tax Abatement Agreement and the Road Use, Maintenance and Crossing Agreement on behalf of Haskell County, Texas.



Honorable Kenny Thompson
County Judge
Haskell County, Texas



Jerry Don Garcia, Commissioner Precinct 1



Bill Steele, Commissioner Precinct 2

Matt Sanders, Matt Sanders, Commissioner Precinct 3

Russell Beakley, Russell Beakley, Commissioner Precinct 4

ATTEST:

Belia Abila
Belia Abila, County Clerk

Date of Execution: 9-12-23