

See section 2.3 for PILOT calculation

223 MW x \$1,065 = \$237,495

Due by December 1 each year

Total 10 year agreement

Year 1 2023 - Year 10 2032

TAX ABATEMENT AGREEMENT

Between

**HASKELL COUNTY, TEXAS and
INERTIA WIND PROJECT, LLC**

This Tax Abatement Agreement (this "Agreement") is entered into by and between Haskell County, Texas (the "County") duly acting herein by and through its County Judge, and INERTIA WIND PROJECT, LLC, a Delaware Limited Liability Company (together with its successors and assigns, effective as of January 25, 2022 (the "Effective Date") and is as follows:

Recitals:

- A. The Commissioners Court of Haskell County, Texas, by Order dated November 9, 2021 designated the "Inertia Wind Reinvestment Zone" for commercial-industrial tax abatement (the "Reinvestment Zone"); the Reinvestment Zone is described in the Order and Exhibits attached thereto and filed in the Minutes of the Commissioners Court; and
- B. INERTIA WIND PROJECT, LLC proposes certain improvements to be located on land within the Reinvestment Zone, with such improvements generally described as infrastructure necessary to generate and transmit approximately 298.6 megawatts (MW) of electricity related to a wind powered electric generation facility, which improvements being more particularly described and defined in this Agreement and hereinafter collectively referred to as the "Improvements."
- C. The Commissioners Court, after conducting a hearing and having heard evidence and testimony, has concluded that the Improvements and operations proposed by INERTIA WIND PROJECT, LLC 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 and Criteria for Granting Tax Abatement and Reinvestment Zones adopted by the County on May 25, 2021 (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 in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.
- D. Proper notice of the County's intent to enter into this Agreement has been provided to the presiding officers of each of the other taxing units levying taxes in the Reinvestment Zone not less than 7 days prior to the date on which this Agreement was approved by the Commissioners Court.
- E. This Agreement was adopted at a regularly scheduled meeting of the Commissioners Court which was preceded by written notice at least 30 days prior thereto and which was properly posted in accordance with the Open Meetings Act and at which a quorum of the Commissioners Court was present.

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. INERTIA WIND PROJECT, LLC anticipates that it will construct the Improvements within the Reinvestment Zone in accordance with this Agreement. INERTIA WIND PROJECT, LLC acknowledges that the abatement granted herein is conditioned upon completion of construction of the Improvements within the Reinvestment Zone as provided in Section 2.4 herein.

1.2. Timing of Improvements. INERTIA WIND PROJECT, LLC projects that construction of the Improvements will begin April 1, 2022 and will be substantially completed on or before December 31, 2022. If INERTIA WIND PROJECT, LLC has not substantially completed construction of the Improvements by December 31, 2022, this Agreement shall terminate and no abatement will be granted and neither party shall owe any obligation to the other hereunder; provided however that INERTIA WIND PROJECT, LLC has the right upon request to receive a one-time, one-year extension of the December 31, 2022, deadline to December 31, 2023. INERTIA WIND PROJECT, LLC must request the extension by written notice to the County prior to December 31, 2022 and INERTIA WIND PROJECT, LLC must make a one-time payment of \$50,000 to the County as consideration for the extension of the deadline. For purposes hereof, the term "substantially completed construction of the Improvements" means that at least 200 MW Capacity (defined below) of the Improvements must be installed and have achieved COD (as defined in Section 2.2 of this Agreement) on or before the deadline of December 31, 2022 or the extended deadline of December 31, 2023.

1.3. Improvements. As used in this Agreement, the term "Improvements" shall mean and refer to the improvements, fixtures and equipment which are more particularly described in INERTIA WIND PROJECT, LLC's detailed application for abatement which is attached to this Agreement as Exhibit 1 and that are installed in the County. The kind, number and location of all contemplated Improvements are described in Exhibit 1; provided, the parties agree that for multiple reasons the specific kind, number and location of Improvements may change from what is described in Exhibit 1, and as long as INERTIA WIND PROJECT, LLC substantially completes construction of the Improvements as required by Section 1.2, any such changes shall not be a default under this Agreement and shall not affect the qualification of as-built Improvements and Facilities for abatement under this Agreement. Notwithstanding the foregoing, only property meeting the following criteria shall be included within the definition of "Improvements" or "Facilities" (as defined in Section 7.4 hereof) pursuant to this Agreement: (i) the 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. 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 regulations of any governmental agency or entity having jurisdiction over any aspect of the construction. INERTIA WIND PROJECT, LLC 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 inspect the Improvements and Facilities in accordance with Section 3.8 below.

ARTICLE 2. TAX ABATEMENT

2.1. Tax Abatement Granted. Subject to the terms and conditions of this Agreement, the County agrees to abate all *ad valorem* property taxes levied by the County on the Improvements and Facilities during the Abatement Period (hereinafter defined) as provided by this Agreement, subject to a Payment In Lieu Of Taxes (PILOT) as described in more detail herein.

2.2. Abatement Period; Commencement Date; Term of Agreement. The Abatement Period shall begin on the earlier of (a) January 1 of the first calendar year after the commencement of Commercial Operations Date, ("COD") or (b) January 1 of the calendar year identified in a Notice of Abatement Commencement (as defined below) delivered by INERTIA WIND PROJECT, LLC (the "Commencement Date"). The period in which taxes are abated (the "Abatement Period") will begin on the Commencement Date and will terminate on December 31 of the tenth (10th) year following 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 covenants, obligations, or payments owing to the other as of the date the Agreement is terminated. As used in this Agreement, (i) "COD" means the date on which the Improvements commenced Commercial Operations; (ii) "Commercial Operations" means that the Improvements have been installed or constructed on the Land and are capable of generating electricity; and (iii) "Notice of Abatement Commencement" means a notice that INERTIA WIND PROJECT, LLC may, in its sole discretion, deliver to the County stating INERTIA WIND PROJECT, LLC's desire to commence the Abatement Period prior to January 1 of the of the first calendar year after COD. If delivered by INERTIA WIND PROJECT, LLC, the Notice of Abatement Commencement shall contain the following statement (for example): "INERTIA WIND PROJECT, LLC elects for the Abatement Period to begin on January 1, 2023" [with the INERTIA WIND PROJECT, LLC to insert the proper year into the actual notice when given]; the date stated in the Notice of Abatement Commencement shall be the Commencement Date. Regardless of whether or not INERTIA WIND PROJECT, LLC delivers a Notice of Abatement Commencement, INERTIA WIND PROJECT, LLC shall provide certification of the COD in writing both to the County and to the County Appraisal District within sixty (60) days of the COD. If the certification indicates that certain ancillary Improvements not required for Commercial Operations are still under construction on the date that the certification is delivered, INERTIA WIND PROJECT, LLC will deliver an amended certification to the County within thirty (30) days after construction of all Improvements is complete.

2.3. Payments In Lieu of Taxes. As consideration for the abatement granted by County under this Agreement, INERTIA WIND PROJECT, LLC agrees to timely perform all covenants

undertaken by INERTIA WIND PROJECT, LLC 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 **December 1st** of the year for which abatement is granted. By way of illustration only, if the Commencement Date is January 1, 2023, then the PILOT for the first year of the Abatement Period must be paid not later than December 1, 2023.

(b) Calculation of the Annual PILOT. INERTIA WIND PROJECT, LLC agrees to pay to the **County the annual sum of \$237,495.00** as an Annual PILOT payment for a minimum installed capacity of 223 MW in Haskell County. For each additional MW of Capacity actually installed within the Reinvestment Zone above 223 MW, an additional One Thousand and Sixty-Five Dollars (\$1,065.00) per MW will be paid in addition to the base payment of \$237,495 annually for each of the ten (10) years of the Abatement Period.

c) Capacity. As used in this Agreement, the term "Capacity" shall mean the installed rated amount of the manufacturer's nameplate electric generating capacity of the Improvements located in the Reinvestment Zone, 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 3.9 below, the individual who is an authorized officer of INERTIA WIND PROJECT, LLC shall prepare and file with the Commissioners Court a sworn statement of the rated 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 INERTIA WIND PROJECT, LLC as to the Capacity of the Improvements and (i) the Haskell County Central Appraisal District ("Appraisal District"), as a part of its determination of the value of the Improvements, has made a determination of the Capacity for the year in which the dispute arises, then the determination of the Appraisal District (including, if applicable, the final determination of any appeal sought under applicable law by INERTIA WIND PROJECT, LLC of an Appraisal District determination of Capacity) 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.

(d) Annual PILOT in Lieu of Taxes. The parties agree that each Annual PILOT will be in lieu of all categories of *ad valorem* property taxes which would otherwise be owed by INERTIA WIND PROJECT, LLC to 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 at the time of this agreement) for any year during the Abatement Period with respect to the Improvements.

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 INERTIA WIND PROJECT, LLC agrees to comply with

at all times, subject, however, to the notice and cure rights of INERTIA WIND PROJECT, LLC set forth in Article 5 hereof:

- (a) Construction of the Improvements. INERTIA WIND PROJECT, LLC's timely construction of the Improvements in accordance with this Agreement.
- (b) Operations. INERTIA WIND PROJECT, LLC's operation of the Facilities in accordance with this Agreement, including the provisions of Section 3.6 below.
- (c) Compliance with this Agreement. INERTIA WIND PROJECT, LLC's compliance with all material covenants and obligations undertaken by INERTIA WIND PROJECT, LLC pursuant to the terms of this Agreement.
- (d) Accuracy of Representations. The accuracy and truthfulness of the representations by INERTIA WIND PROJECT, LLC contained in this Agreement as of the date this Agreement is executed.
- (e) Payment of Taxes. The payment by INERTIA WIND PROJECT, LLC, prior to delinquency, of all taxes levied by the County, any other taxing unit within the County based on the value of, or levied against, the Facilities or 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) Improvements to Remain in Place following Abatement. INERTIA WIND PROJECT, LLC agrees that the Improvements, once constructed, will remain in place for at least a period of ten (10) years following the end of the Abatement Period at a Capacity not less than 90% of the Capacity at which the Facilities operated, on average, during the final year of the Abatement Period year of this Agreement. Nothing herein prevents INERTIA WIND PROJECT, LLC from replacing equipment or fixtures comprising the Improvements prior to the end of such ten (10) year period so long as such replacement does not result in a reduction of Capacity below the amount specified in this paragraph. This provision shall not be interpreted to require the Improvements to generate any minimum amount of electricity or require that any part of the Improvements generate electricity at any particular time. In addition to any other remedies available to the County pursuant to this Agreement or applicable law, upon any breach of this covenant as determined by a final judgment by a court of competent jurisdiction, the County shall be entitled to recapture the *ad valorem* taxes abated under the terms of this Agreement as provided in Section 5.4(1) below less any Annual PILOT payments made by the INERTIA WIND PROJECT, LLC.

ARTICLE 3.
COVENANTS APPLICABLE TO CONSTRUCTION
AND OPERATIONS AFTER CONSTRUCTION

3.1. Job Creation. INERTIA WIND PROJECT, LLC estimates that during the construction period it and its Affiliates, Subsidiaries, and contractors collectively will employ as many as 200-300 (two hundred-three hundred) persons who temporarily perform services in the County related to construction of the Improvements. INERTIA WIND PROJECT, LLC agrees during the Abatement Period to provide not fewer than two (2) new full-time jobs at an estimated minimum wage of \$49,946.60 annually in connection with the operation of the Facilities either through direct employment by INERTIA WIND PROJECT, LLC or through employment by an Affiliate or Subsidiary of INERTIA WIND PROJECT, LLC, or by contractors or service providers engaged to provide goods or services in the course of operating the Facilities. INERTIA WIND PROJECT, LLC's obligation to create two (2) new full-time jobs relates to its Facilities as a whole and does not represent a commitment by INERTIA WIND PROJECT, LLC that all new full-time jobs will be filled by residents of the County. INERTIA WIND PROJECT, LLC shall include in the Annual Certification confirmation of compliance with this section.

However, in order to incentivize County residency, INERTIA WIND PROJECT, LLC agrees to offer new employees who are not residents of the County, but who commit to move to the County, a relocation package of up to \$5,000, with the details of such package to be agreed to by INERTIA WIND PROJECT, LLC and the employee. INERTIA WIND PROJECT, LLC shall include in the Annual Certification confirmation of compliance with this section.

3.2. Road Repair. INERTIA WIND PROJECT, LLC and its contractors and service providers shall have the right to use County roads identified in a County map book adopted pursuant to Chapter 258, Texas Transportation Code on April 9, 2007, and filed of record in the office of the County Clerk. The parties have entered into a road use agreement, which is incorporated hereby by reference, and will be filed as a public record with the County Clerk.

3.3. Insurance. INERTIA WIND PROJECT, LLC agrees to maintain in full force at all times starting at commencement of construction and continuing throughout the term of this Agreement 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 \$2,000,000.00;
- (b) Worker's compensation coverage for all full-time employees to the extent required by Texas law; and
- (c) Casualty insurance in a commercially reasonable amount not substantially inconsistent with industry standards.

(d) INERTIA WIND PROJECT, LLC shall include in the Annual Certification confirmation of compliance with this section.

3.4. Safe Operations; Compliance with Governmental Requirements, Permits. INERTIA WIND PROJECT, LLC agrees to operate the Facilities in a reasonable, prudent and safe manner and in compliance with all rules and regulations of any governmental entity having jurisdiction of its operations and in accordance with any permits issued by any governmental agency or entity with respect to its operations. INERTIA WIND PROJECT, LLC shall not be in violation of this covenant if INERTIA WIND PROJECT, LLC 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. INERTIA WIND PROJECT, LLC shall include in the Annual Certification confirmation of compliance with this section.

3.5. Local Spending. INERTIA WIND PROJECT, LLC agrees it will use commercially reasonable efforts to use contractors and vendors located in the County for the construction of the Improvements and the operation and maintenance of the Facilities. However, INERTIA WIND PROJECT, LLC will not be required to use goods and services provided by local contractors or vendors where (i) such local goods or services are not comparable in quality to those provided by nonresidents, (ii) such goods and services are not available on terms and conditions (including price and bonding capacity) comparable to those offered by nonresidents, or (iii) the goods or services consist of specialty equipment, services, and materials, including but not limited to transformers, substation components, and turbine components, and specialized construction and installation services, that for wind energy projects are customarily obtained from manufacturers, distributors, and service providers with specialized expertise in wind farm materials and construction. In determining whether a particular contractor, subcontractor, or service provider is qualified, INERTIA WIND PROJECT, LLC may consider: (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. INERTIA WIND PROJECT, LLC agrees to designate 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. Additionally, INERTIA WIND PROJECT, LLC agrees to do the following:

- (a) Not later than one month prior to the start of construction of the Improvements, or such shorter period as is reasonably possible in light of the Effective Date of this Agreement relative to the expected start of construction, INERTIA WIND PROJECT, LLC will hold a job fair in within thirty miles of the Project area 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 one week prior to the job fair, INERTIA WIND PROJECT, LLC shall publish a notice in the local newspaper 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. INERTIA WIND PROJECT, LLC 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.

- (b) Not later than one month prior to filling a full-time position (excepting internal transfer and promotions) for the on-site operation of the Facilities, or such shorter time as reasonably possible in the event of an unexpected job opening that must be filled, INERTIA WIND PROJECT, LLC shall publish notice of the position in the local newspaper describing the position and the procedure for application. Any position requiring more than 35 hours per week shall be considered full time.

3.6. Inspections.

(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 and the Facilities: (i) to verify that the Improvements are constructed in accordance with this Agreement, (ii) to verify that the Facilities 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 INERTIA WIND PROJECT, LLC 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 of the Facilities or (vi) any other fact or circumstance pertinent to the performance of this Agreement.

(b) Conduct of Inspections. The County agrees to provide INERTIA WIND PROJECT, LLC 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 of the Improvements or the operation of the Facilities. All such inspections shall be made at all times accompanied by one or more representatives of INERTIA WIND PROJECT, LLC 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. On or before January 31 beginning with the first calendar year of the Abatement Period and continuing thereafter for each calendar year that this Agreement is in effect INERTIA WIND PROJECT, LLC 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 INERTIA WIND PROJECT, LLC, stating that INERTIA WIND PROJECT, LLC is in compliance with such material terms of this Agreement as well as a statement regarding the Capacity as required by Section 2.3(c) above. In addition, the first Annual Certification delivered after COD shall include INERTIA WIND PROJECT, LLC's certification of the final cost of all Improvements supported by sufficient documentation to support the stated cost of all Improvements ("INERTIA WIND PROJECT, LLC's Cost Certification") and the final Capacity actually installed. INERTIA WIND

PROJECT, LLC shall amend the INERTIA WIND PROJECT, LLC's Cost Certification after the first Annual Certificate is filed if it discovers any material inaccuracy in the cost certification.

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 Facilities 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 Facilities 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, INERTIA WIND PROJECT, LLC 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 INERTIA WIND PROJECT, LLC's rights in Section 3.9 hereinbelow.

3.9. INERTIA WIND PROJECT, LLC's Right of Protest. Nothing in this Agreement shall limit INERTIA WIND PROJECT, LLC's right to protest and contest any *ad valorem* tax appraisal or assessment of the Facilities in accordance with applicable law. The abatement to which INERTIA WIND PROJECT, LLC is entitled will be governed by the values finally determined in proceedings relative to any such protest or contest by INERTIA WIND PROJECT, LLC. Nothing in this section, however, will allow INERTIA WIND PROJECT, LLC to deny the INERTIA WIND PROJECT, LLC's Cost Certification or the representations regarding Capacity made in any Annual Certification required by this Agreement.

3.10. Estoppel Certificates. Either party hereto may request an estoppel certificate from the other party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate shall certify, as of the date of the certificate: (i) that this Agreement is in full force and effect without default if such is the case, (ii) the remaining term of this Agreement, and (iii) such other matters as may be agreed upon by the parties. The parties shall not unreasonably withhold or delay their consent to such requests.

3.11. Use of Improvements. The Improvements shall be used solely for the generation, storage, and transmission of electricity 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.

3.12. Damage or Destruction of Improvements. If the Improvements, or any portion thereof, are destroyed or damaged by fire, storm, or other causes, regardless of whether such causes are based upon an act or omission of INERTIA WIND PROJECT, LLC or an agent, employee, or officer of INERTIA WIND PROJECT, LLC, INERTIA WIND PROJECT, LLC 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 INERTIA WIND PROJECT, LLC from the duty to pay the Annual PILOT Amounts specified in Section 2.3(b) above.

3.13. Criteria for Insurance, Bonding Companies. The insurance policies required by Section 3.3 and any bonds required or permitted under this Agreement 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 Poor's or a comparable rating agency reasonably acceptable to the County.

3.14 Spacing. In the absence of a waiver permitting less stringent distance restrictions signed by the owner of an affected Residential Structure, no wind turbine erected in connection with this project shall be located any closer than:

1. 1,475 feet from any occupied Residential Structure located on Project Property as of the date of this Agreement, or
2. 1,600 feet from any occupied Residential Structure located on Non-Project Property as of the date of this Agreement.

The setback distance shall be measured from the center of the base of the wind turbine to the nearest point of the Residential Structure.

Nothing contained in this Section 3.14 may be deemed to be a gift or dedication of any portion of the Project Property, Non-Project Property, or Facilities to or for the general public or for any public purpose whatsoever. This Section 3.14 is strictly limited to the purposes explicitly set forth herein and enforcement of the provisions contained in this Section 3.14 is limited to the Parties to this Agreement only, and no right to enforce any of the provisions of this Section 3.14 are reserved in any other party. There are no third-party beneficiaries intended by this Section 3.14.

3.15 Sound Abatement. Owner agrees that wind turbines installed on the Project Property will not result in noise levels above 55 dBA at any occupied Residential Structures located as of the date of this Agreement in the Reinvestment Zone. Nothing contained in this Section 3.15 may be deemed to be a gift or dedication of any portion of the Site or Project Property to or for the general public or for any public purpose whatsoever. This Section 3.15 is strictly limited to the purposes explicitly set forth herein and enforcement of the provisions contained in this Section 3.15 is limited to the Parties to this Agreement only, and no right to enforce any of the provisions of this Section 3.15 are reserved in any other party. There are no third-party beneficiaries intended by this Section 3.15.

ARTICLE 4. REPRESENTATIONS

4.1. By the County. The County hereby warrants and represents that 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 INERTIA WIND PROJECT, LLC. INERTIA WIND PROJECT, LLC hereby warrants and represents to the County:

(a) That INERTIA WIND PROJECT, LLC is a limited liability company in good standing under the laws of its state of organization and authorized to do business in the State of Texas; or in the case of a permitted assignee of this Agreement, that such assignee is authorized to do business in the State of Texas.

(b) That INERTIA WIND PROJECT, LLC is not in default in the payment of any taxes owing to the federal, state or any local governmental units.

(c) That the officer of INERTIA WIND PROJECT, LLC signing this Agreement is properly authorized to enter into this Agreement and bind INERTIA WIND PROJECT, LLC to the terms thereof and INERTIA WIND PROJECT, LLC is thereby authorized to perform all covenants undertaken by INERTIA WIND PROJECT, LLC pursuant to this Agreement.

(d) That there is no operating agreement, certificate of formation provision, or agreement between INERTIA WIND PROJECT, LLC and any third party which in any way limits INERTIA WIND PROJECT, LLC's authority to enter into this Agreement and perform all covenants and agreements set forth herein.

(e) 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.

ARTICLE 5. DEFAULT; REMEDIES

5.1. Default in Constructing Improvements. If INERTIA WIND PROJECT, LLC fails to complete the Improvements in the manner, and within the time period stated in this Agreement, and INERTIA WIND PROJECT, LLC's failure to comply with those provisions of this Agreement are not cured following notice to INERTIA WIND PROJECT, LLC pursuant to Section 5.3 below, INERTIA WIND PROJECT, LLC 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 INERTIA WIND PROJECT, LLC shall pay to the County all 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 less a credit for any PILOT payments made by INERTIA WIND PROJECT, LLC.

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:

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

(b) INERTIA WIND PROJECT, LLC fails to timely pay any amounts owing to County pursuant to this Agreement, including any *ad valorem* taxes owed to the County, or fails to timely and properly follow applicable procedures for protest or contest of any such *ad valorem* taxes; or

(c) INERTIA WIND PROJECT, LLC fails to timely perform any material covenant, condition or agreement it has undertaken pursuant to the terms of this Agreement;

(d) Any representation made by INERTIA WIND PROJECT, LLC in Section 4.2 of this Agreement was materially untrue, or with the passage of time, becomes materially untrue; or

(e) INERTIA WIND PROJECT, LLC fails to maintain continued operations in accordance with Section 2.4(f).

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 INERTIA WIND PROJECT, LLC written notice specifying the default.

(a) Monetary Defaults. If the event of default relates to the payment of money, INERTIA WIND PROJECT, LLC shall cure such default within 90 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, INERTIA WIND PROJECT, LLC shall cure such default within 90 days of the date of the notice of default by the County. This cure period shall be extended for the period of time referred to in Section 9.7 of this Agreement if any circumstance identified in Section 9.7 delays the cure of any such default. This cure period shall be extended if the goods and services necessary to cure same are not reasonably available to INERTIA WIND PROJECT, LLC within the 90-day time period or if other circumstances prevent cure within the 90-day time period despite the exercise of reasonable diligence by INERTIA WIND PROJECT, LLC; provided, that INERTIA WIND PROJECT, LLC shall provide the County with documentation that such goods or services are not available or with documentation of the existence and nature of such other circumstances. If the goods and services are not reasonably available to INERTIA WIND PROJECT, LLC within the 90-day cure period or if other circumstances delay cure, the cure period shall be extended for a period of an additional 90 days or such additional time period as the documentation demonstrates is reasonably necessary to cure the default, but not longer than 180 days without the approval of the County.

5.4. Remedies. If an event of default is not cured in accordance with Section 5.3 above, then the County may recapture 90% of the *ad valorem* taxes abated pursuant to the terms of this Agreement to the date of any default but providing a credit to INERTIA WIND PROJECT, LLC for the sum of the Annual PILOTs paid to the date of the default. In the event of an event of default occurring under Section 2.4(f), the County may recapture all *ad valorem* taxes abated pursuant to

the terms of this Agreement to the date of such default for the removed Improvements only but providing a credit to INERTIA WIND PROJECT, LLC for the sum of the Annual PILOTs paid to the date of the default for the removed Improvements, but the County may not terminate or cancel this Agreement because of a default under Section 2.4(f). In addition 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. Notwithstanding the foregoing the County's right to foreclose this lien shall be subject to the County's compliance with the notice and right to cure provisions of Section 5.6 below. 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. Except as set forth above, the County's remedies for an uncured default by INERTIA WIND PROJECT, LLC under this Agreement include:

- (a) The County may cancel this Agreement or modify this Agreement with INERTIA WIND PROJECT, LLC's written consent.
- (b) Within 90 days of the date of a demand by the County that it does so, INERTIA WIND PROJECT, LLC shall pay to the County a recapture amount less a credit for PILOT payments made as specified in this Section 5.4 together with penalties and interest as provided for in the Texas Tax Code.
- (c) Foreclose any of the liens described in this Section 5.4 above.
- (d) File suit against INERTIA WIND PROJECT, LLC seeking a judgment for any amounts owed to the County under this Agreement.

If INERTIA WIND PROJECT, LLC files suit or takes other action available under applicable law to contest the County's assertion that a default has occurred and has not been cured or to contest the resulting amount payable from INERTIA WIND PROJECT, LLC to County (a "Contested Default"), the County may not exercise any remedy for default until 30 days following a final determination of the Contested Default in favor of County, including expiration of any rights by INERTIA WIND PROJECT, LLC to appeal an adverse determination.

THE REMEDIES DESCRIBED IN THIS SECTION 5.4 SHALL BE THE COUNTY'S SOLE REMEDIES, AND INERTIA WIND PROJECT, LLC'S SOLE LIABILITY, IN THE EVENT INERTIA WIND PROJECT, LLC FAILS TO TAKE ANY ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. INERTIA WIND PROJECT, LLC 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 INERTIA WIND PROJECT, LLC SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE

PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

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 INERTIA WIND PROJECT, LLC within the time permitted by Section 5.3, INERTIA WIND PROJECT, LLC shall not be entitled to abatement of taxes for the calendar year in which the default occurs and the County may terminate 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. Mortgagee Protection. Notwithstanding any other provision hereof, County agrees that INERTIA WIND PROJECT, LLC may, without any further consent from the County, mortgage, pledge, or otherwise encumber its interest in this Agreement to any Mortgagee (as defined in Article 7) for the purpose of financing operations of the Facilities, constructing the Improvements or acquiring additional equipment for the Facilities following any initial phase of construction. Any Mortgagee shall be entitled to receive the same written notice of any default as County is required to provide INERTIA WIND PROJECT, LLC hereunder so long as County has been provided notice of the identity and address of such Mortgagee, and such Mortgagee shall be entitled to cure or commence cure of any such defaults in the same manner as INERTIA WIND PROJECT, LLC. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

ARTICLE 6. ASSIGNMENT

6.1. Assignment to Affiliate. Notwithstanding Sections 6.3 – 6.6, so long as no default exists and is continuing at the time of the proposed assignment, the rights and responsibilities of INERTIA WIND PROJECT, LLC hereunder may be assigned in their entirety to an Affiliate without County's prior consent. INERTIA WIND PROJECT, LLC shall provide notice to the County of any assignment to an Affiliate no later than 60 days following the effective date of such assignment. INERTIA WIND PROJECT, LLC's assignment of the Agreement to an Affiliate shall be final only after the execution of a formal assignment document between INERTIA WIND PROJECT, LLC and the assignee and the delivery of notice of the execution of such assignment agreement to the County.

6.2. Partial Assignment to Affiliate. Notwithstanding Sections 6.3 – 6.6, so long as no default exists and is continuing at the time of the proposed assignment, the rights and responsibilities of INERTIA WIND PROJECT, LLC hereunder may be assigned in part to an Affiliate without County's prior consent provided that the Affiliate is added as a party to this Agreement and the INERTIA WIND PROJECT, LLC and Affiliate are jointly and severally liable hereunder. INERTIA WIND PROJECT, LLC shall provide notice to the County of any partial assignment to an Affiliate no later than 60 days following the effective date of such partial assignment. INERTIA WIND PROJECT, LLC's partial assignment of the Agreement to an Affiliate shall be final only after the execution of a formal assignment document between INERTIA WIND PROJECT, LLC and the assignee and the delivery of notice of the execution of such assignment agreement to the County.

6.3 Assignment to Third Party. Other than as provided in Sections 6.1 – 6.2, so long as no default exists and is continuing at the time of the proposed assignment and INERTIA WIND PROJECT, LLC provides the information required under Section 6.4 hereinbelow, and subject to the restrictions set forth in Section 6.6, INERTIA WIND PROJECT, LLC may, with the consent of the County, assign, in whole or in part, any of its rights or obligations under this Agreement. Consent of the County may only be withheld under those circumstances described in Section 6.5 below. After an assignment that is completed in accordance with the requirements of this Agreement, INERTIA WIND PROJECT, LLC shall have no further rights, duties, or obligations under this Agreement to the extent such rights, duties, and obligations have been assumed by the assignee.

6.4. Information on Assignee to be Provided to County; Timing of Consent. In the event INERTIA WIND PROJECT, LLC proposes to assign in whole or part the Agreement in a transaction that requires the County's consent, INERTIA WIND PROJECT, LLC agrees to provide the County the Background Information (as defined in Section 7.2) on the proposed assignee. INERTIA WIND PROJECT, LLC agrees to reimburse the County, up to a maximum of \$10,000.00, for any expenses incurred by the County in obtaining or analyzing any of the Background Information.

6.5. 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 wind energy facility projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement, and (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 6.4 below. If the County reasonably requests additional information, the County, the INERTIA WIND PROJECT, LLC and the prospective assignee agree to negotiate in good faith regarding what information will, and will not, be made available to the County and any conditions to the disclosure of such information. The County shall advise INERTIA WIND PROJECT, LLC in writing of whether it consents to a proposed assignment not later than 30 days from the date the County is provided with all information required by Section 7.2. If the County decides to withhold its consent, it shall provide the reasons it is doing so in the written decision.

6.6. Conditions to Assignment. INERTIA WIND PROJECT, LLC's assignment shall also be conditioned on the following:

(a) 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 INERTIA WIND PROJECT, LLC 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 INERTIA WIND PROJECT, LLC under the terms of this Agreement;

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

(c) Payment, by the INERTIA WIND PROJECT, LLC or assignee, of all reasonable expenses actually 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 in an amount not to exceed \$10,000.00;

(d) 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

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

6.7. Sale or Transfer to Non-taxable Entity.

(a) If, during the Abatement Period or the period of time during which INERTIA WIND PROJECT, LLC is required to maintain continued operations pursuant to Section 2.4(f) above, the INERTIA WIND PROJECT, LLC proposes a Transfer to a Non-taxable Entity, INERTIA WIND PROJECT, LLC shall pay to the County an amount equal to: (i) all *ad valorem* taxes abated under the terms of this Agreement but giving credit to INERTIA WIND PROJECT, LLC for the sum of all Annual PILOTs made to the date of the proposed assignment, and (ii) all *ad valorem* taxes which would be due and owing for the year during which the assignment is made, even though such taxes may not yet be billed or finally assessed. Such payment shall be made prior to the effective date of any such assignment to a non-taxable entity.

(b) Any Transfer to a Non-taxable Entity by INERTIA WIND PROJECT, LLC without compliance with Section 6.7(a) above shall be considered a default under the terms of this Agreement without the requirement of any notice by the County to INERTIA WIND PROJECT, LLC or opportunity to cure. Following any such default the County will be entitled to: (i) recapture the taxes abated pursuant to this Agreement in accordance with Section 5.4 above and/or (ii) pursue, without election of remedies, any other remedy available to it under this Agreement or applicable law.

(c) As used in this Agreement, a "Transfer to a Non-taxable Entity" shall mean any sale, transfer or assignment, in whole or in part, of the Improvements or the Facilities under circumstances where the assignee is exempt from property taxation, under applicable law, with respect to the Improvements or the Facilities, or any portion thereof, sold, transferred or assigned to the assignee.

ARTICLE 7. DEFINITIONS

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

7.1. "Affiliate" or "Affiliate of INERTIA WIND PROJECT, LLC" shall mean a person who controls, is controlled by, or under common control with another person and "Subsidiary" or "Subsidiary of INERTIA WIND PROJECT, LLC" 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:

- (a) its legal name or identity;
- (b) 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;
- (c) the state in which it was chartered and its registered office and agent in that state, the name and address of its registered agent and office in the State of Texas, and the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code);
- (d) 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
- (e) 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 Haskell County Central Appraisal District for each taxable year.

7.4. "Facilities" shall mean the Improvements and all other tangible property or fixtures, more fully described in the attached Exhibit 1, used by INERTIA WIND PROJECT, LLC in connection with its wind energy facility operations in the Reinvestment Zone and shall include any property added to the Improvements because of repairs, retrofitting, repowering, or additional improvements during the term of this Agreement which are not the result of a casualty loss covered by Section 3.14 above.

7.5 "Mortgagee" means any entity or person providing, directly or indirectly, with respect to the Improvements or Facilities any of (a) senior or subordinated construction, interim or long-term debt financing or refinancing, whether that financing or refinancing takes the form of private debt, public debt, or any other form of debt (including debt financing or refinancing), (b) a leasing

transaction, including a sale leaseback, inverted lease, or leveraged leasing structure, (c) tax equity financing, (d) any interest rate protection agreements to hedge any of the foregoing obligations, and/or (e) any energy hedge provider. There may be more than one Mortgagee.

7.6 "Project Property" means any real property within the Reinvestment Zone in which INERTIA WIND PROJECT, LLC has an ownership or leasehold interest. Any lease agreement between INERTIA WIND PROJECT, LLC and the owner of the real estate may or may not have terms that differ from the requirements of this Agreement.

7.7 "Non-Project Property" means real property within the Reinvestment Zone that is not leased for use in any wind farm operated by INERTIA WIND PROJECT, LLC.

7.8 "Residential Structure" means a routinely occupied dwelling structure actually occupied as a home, whether owned, leased, or rented by the persons in occupancy of such dwelling structure, either continuously or sporadically as a vacation or holiday residence. Whether a structure is a Residential Structure, as defined by this section, will be determined as of the Effective Date. Without limiting the foregoing, hunting cabins, storage buildings, barns, or other temporary, moveable or agricultural structures are not dwellings and shall not be Residential Structures for purposes of this Agreement.

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:

Haskell County, Texas
Attn: County Judge
Haskell County Courthouse
101 West Central
Haskell, Tx 76442

If to the INERTIA WIND PROJECT, LLC:

INERTIA WIND PROJECT, LLC
Attn: Anthony Pedroni
700 Universe Blvd.
Juno Beach, FL 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 in a Texas District court of competent jurisdiction in Haskell County, Texas or the United States District Court having jurisdiction over Haskell County, Texas.

9.2. 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.

9.3. Entire Agreement, Interpretation. This Agreement, including Exhibits 1-2, constitutes 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.

9.4. 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.

9.5. INERTIA WIND PROJECT, LLC as Party to Litigation. In the event any litigation is initiated 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 INERTIA WIND PROJECT, LLC's joinder or intervention in such litigation.

9.6. Force Majeure. If INERTIA WIND PROJECT, LLC's performance of any obligation or obligations under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of INERTIA WIND PROJECT, LLC and which is not directly or indirectly caused by the acts or omissions of INERTIA WIND PROJECT, LLC's officers, employees or agents, then INERTIA WIND PROJECT, LLC shall be excused from the performance of any such obligation or obligations during the period of time that INERTIA WIND PROJECT, LLC 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 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. Contingencies or causes beyond the control of INERTIA WIND PROJECT, LLC 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 the INERTIA WIND PROJECT, LLC's ability to perform a non-monetary covenant or obligation under this Agreement:

(i) A change in a governmental law or regulation if INERTIA WIND PROJECT, LLC 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 INERTIA WIND PROJECT, LLC.

9.7. No Boycott. Pursuant to Chapter 2271 of the Texas Government Code, the contents of which are incorporated by reference and relating to the statutory prohibition on contracts with companies boycotting Israel, INERTIA WIND PROJECT, LLC agrees and verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

9.8. Undocumented Workers. Pursuant to Chapter 2264 of the Texas Government Code, the contents of which are incorporated by reference and relating to statutory restrictions on the use of certain public subsidies, INERTIA WIND PROJECT, LLC agrees and certifies that: (i) INERTIA WIND PROJECT, LLC (or a branch, division, or department thereof) does not and will not knowingly employ an undocumented worker; and (ii) INERTIA WIND PROJECT, LLC (or a branch, division, or department thereof), after receiving a public subsidy from the County pursuant to this Agreement, and if convicted of a knowing violation under 8 U.S.C. Section 1324a(f), shall repay the amount of the public subsidy in full, plus interest at a rate equal to the effective "prime rate" of interest for large U.S. money center commercial banks published under "Money Rates" by the Wall Street Journal, per annum, accruing from the date of said conviction, with said repayment to the County occurring not later than the 120th day after the County notifies INERTIA WIND PROJECT, LLC (or a branch, division, or department thereof) of the violation.

9.9 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 constitute, 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.

9.10. Recording of Agreement. The parties agree to execute this Agreement in recordable form and that a duplicate of this Agreement shall be recorded in the Official Public Records of the County Clerk of Haskell County, Texas.

9.11. 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.

9.12. 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.

9.13. Conflict with Guidelines. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines, those Guidelines are deemed amended for purposes of this Agreement only.

9.14. Indemnity. INERTIA WIND PROJECT, LLC agrees to indemnify, defend, and hold County harmless against and from all liabilities, damages, claims, and expenses, including without limitation reasonable attorneys' fees, that may be imposed upon or asserted against County by any third party in connection with INERTIA WIND PROJECT, LLC's alleged breach of this Agreement. INERTIA WIND PROJECT, LLC shall not be required to indemnify, defend, and hold County harmless against third party claims asserting procedural defects relating to the County's adoption of this Agreement. INERTIA WIND PROJECT, LLC will reimburse the County for all costs, including reasonable and necessary legal fees, in any final disposition of a claim that is subject to indemnification by INERTIA WIND PROJECT, LLC under the first sentence of this Section, whether by adjudication or alternative dispute resolution procedures.

9.15. Remediation. INERTIA WIND PROJECT, LLC shall comply, to the maximum extent possible, with the requirements contained in Title 6, Texas Utilities Code, Chapter 302 applicable to wind powered electrical generation for the removal of the Improvements when the Project is decommissioned by INERTIA WIND PROJECT, LLC. The County shall have no obligation to participate in remediation of the property.

9.16. Expenses of Negotiation and Compliance. INERTIA WIND PROJECT, LLC agrees to pay the County's reasonable expenses incurred as a result of the negotiation, including all costs of publication or other required procedures under applicable statutes, of this Agreement including all reasonable and necessary attorneys' fees incurred during the negotiation and preparation of this Agreement. Payment is to be made within 60 days of receipt by Company of invoice from the County, with supporting documentation sufficient to enable the INERTIA WIND PROJECT, LLC to verify such expenses. Notwithstanding anything in this paragraph, the maximum reimbursement to be paid by INERTIA WIND PROJECT, LLC is \$10,000.00

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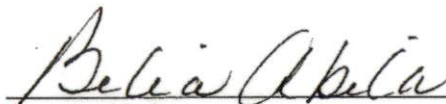
EXECUTED AND EFFECTIVE as of the date and year first written above.

Attachments:

Exhibit 1 – INERTIA WIND PROJECT, LLC's Application for Tax Abatement which includes a detailed description of the project, a map of the reinvestment zone, a detailed description of the property located within the reinvestment zone as Exhibit A to the Application and a schedule for PILOT and subsequent estimated tax revenues as Exhibit B to the Application.

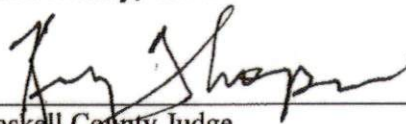
Exhibit 2 – Resolution establishing the Inertia Wind Reinvestment Zone

ATTEST:


County Clerk

COUNTY:

Haskell County, Texas

By: 
Haskell County Judge

INERTIA WIND PROJECT, LLC:

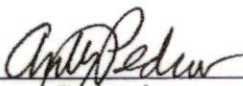
By: 
Anthony Pedroni
Vice President

Exhibit 1

Application for Tax Abatement



The Honorable Kenny Thompson
Haskell County Courthouse
1 Avenue D
Haskell, TX 79521

August 5, 2021

Re: Application for Texas Property Tax Code Section 312 Economic Development Agreement

Dear Honorable Judge Thompson:

Please find attached an application for a Chapter 312 Economic Development Agreement. On behalf of our client, NextEra Energy Resources ("NextEra") and in accordance with the guidelines and principles outlined in Section 312 of the Texas Property Tax Code, it is our request that the Haskell County Commissioners Court considers the approval of this application for a tax abatement agreement for Inertia Wind Project, LLC ("the Project").

Inertia Wind Project, LLC is a 298.6 MW wind energy generation project, located across Haskell and Throckmorton County. A portion of the facility will be located within a proposed reinvestment zone in eastern Haskell County and Haskell Consolidated Independent School District.

The Project is being developed by NextEra Energy Resources ("NextEra"). NextEra is world's largest generator of renewable energy from the wind and sun and a world leader in battery storage.

In Texas alone, NextEra has invested more than \$12 Billion in infrastructure, paying more than \$60 million and \$30 million annually in property taxes and landowner payments, respectively. NextEra is eager to continue their development of wind and solar power plants across Texas, and their investment in Haskell County. Their team is dedicated to making renewable energy affordable and abundant, as well as being responsible corporate citizens in the communities they choose to invest in.

Enclosed are additional details and further information regarding the description, location, qualified investment, and job creation associated with the development of Inertia Wind Project, LLC.

If you have any questions, please feel free to contact me at 469-298-1594 or mfry@keatax.com. We look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Mike Fry".

Mike Fry
Director Energy Services
K.E. Andrews



**APPLICATION FOR TAX ABATEMENT
HASKELL COUNTY, TEXAS**

Property Owner (Applicant):

Inertia Wind Project, LLC
700 Universe Blvd.
Juno Beach, FL 33408

Representative:

Mike Fry
KE Andrews & Company
2424 Ridge Rd
Rockwall, Texas 75087

Property Location

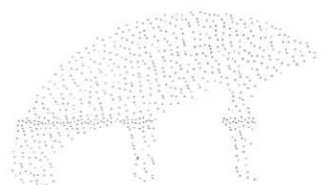
Inertia Wind Project, LLC is to be located in eastern Haskell County and Haskell Consolidated Independent School District. Please find attached in Exhibit 2 & Exhibit 3 maps detailing the specific site.

Description of Project:

The Project is a 298.6 MW AC wind energy generation facility that will be located across Haskell and Throckmorton County. In its entirety, the facility will be comprised of approximately 108 GE model turbines. The subject of this application is the portion of the facility located in Haskell County, which is approximately 81 turbines with a capacity of 223 MW AC.

The following is a descriptive list of equipment and facilities:

- Turbines
- Substation
- Transmission Line
- Operation & Maintenance Building
- Interconnection Facilities
- Underground Electrical Collection Cables
- Meteorological & Associated Towers
- Access Roads to Turbines
- Foundations, Roadways, Pavings, & Fencing



ECONOMIC OVERVIEW

Employment Impact:

During the construction phase of this Project there will be an estimated 200 – 300 construction employees. Upon completion of construction, there will be 2 full time employees responsible for the operation and maintenance of the Project. The full-time employees will be compensated with at least 110% of the West Central Texas Council of Government average manufacturing weekly wage of \$49,946.60 in addition to full health benefits.

Fiscal Impact:

The total investment anticipated for the Project (within Haskell County specifically) will be \$218,000,000. For a more detailed description of this project's value and tax benefit for Haskell County, please refer to Exhibit 1.

External Impacts:

The establishment of Inertia Wind Project, LLC will benefit existing businesses and facilities throughout Haskell County. During the construction phase, employees will need to utilize local establishments for dining and lodging requirements. Once construction is complete, there will be 2 full-time employees required for the operation and maintenance of the facility. In the case of wind generation facilities, the individuals hired for these positions are often members of the local community. Renewable energy development provides positive fiscal impacts for local communities through not only increased property tax revenue, but job creation and economic opportunities for local vendors. Like other forms of renewable energy, wind energy has very minimal (nearly zero) environmental impacts.



2424 Ridge Road
Rockwall, TX 75087



469.298.1594



www.keatax.com



EXHIBIT 1
Estimated Value Schedule of Property

Inertia Wind Project, LLC respectfully requests a 100% Abatement with a Payment-In-Lieu-of-Taxes of \$217,425 each year for 10 years.

Year	Estimated Taxable Value	Project Capacity (Megawatts)	PILOT Amount (Per MW of Nameplate Capacity)	Total PILOT	Estimated Taxable Value	Tax Rate	Taxes
2023	218,351,250	223	\$975.00	\$217,425.00	218,351,250	0.4921%	\$ 1,074,484.67
2024	203,066,663	223	\$975.00	\$217,425.00	203,066,663	0.4921%	\$ 999,270.74
2025	185,598,563	223	\$975.00	\$217,425.00	185,598,563	0.4921%	\$ 913,311.97
2026	170,313,975	223	\$975.00	\$217,425.00	170,313,975	0.4921%	\$ 838,098.04
2027	152,845,875	223	\$975.00	\$217,425.00	152,845,875	0.4921%	\$ 752,139.27
2028	137,561,288	223	\$975.00	\$217,425.00	137,561,288	0.4921%	\$ 676,925.34
2029	120,093,188	223	\$975.00	\$217,425.00	120,093,188	0.4921%	\$ 590,966.57
2030	104,808,600	223	\$975.00	\$217,425.00	104,808,600	0.4921%	\$ 515,752.64
2031	87,340,500	223	\$975.00	\$217,425.00	87,340,500	0.4921%	\$ 429,793.87
2032	72,055,913	223	\$975.00	\$217,425.00	72,055,913	0.4921%	\$ 354,579.94
PILOTS: \$2,174,250.00					Taxes w/o Abatement: \$ 7,145,323.03		

NET ABATEMENT: 70%

EXHIBIT 2

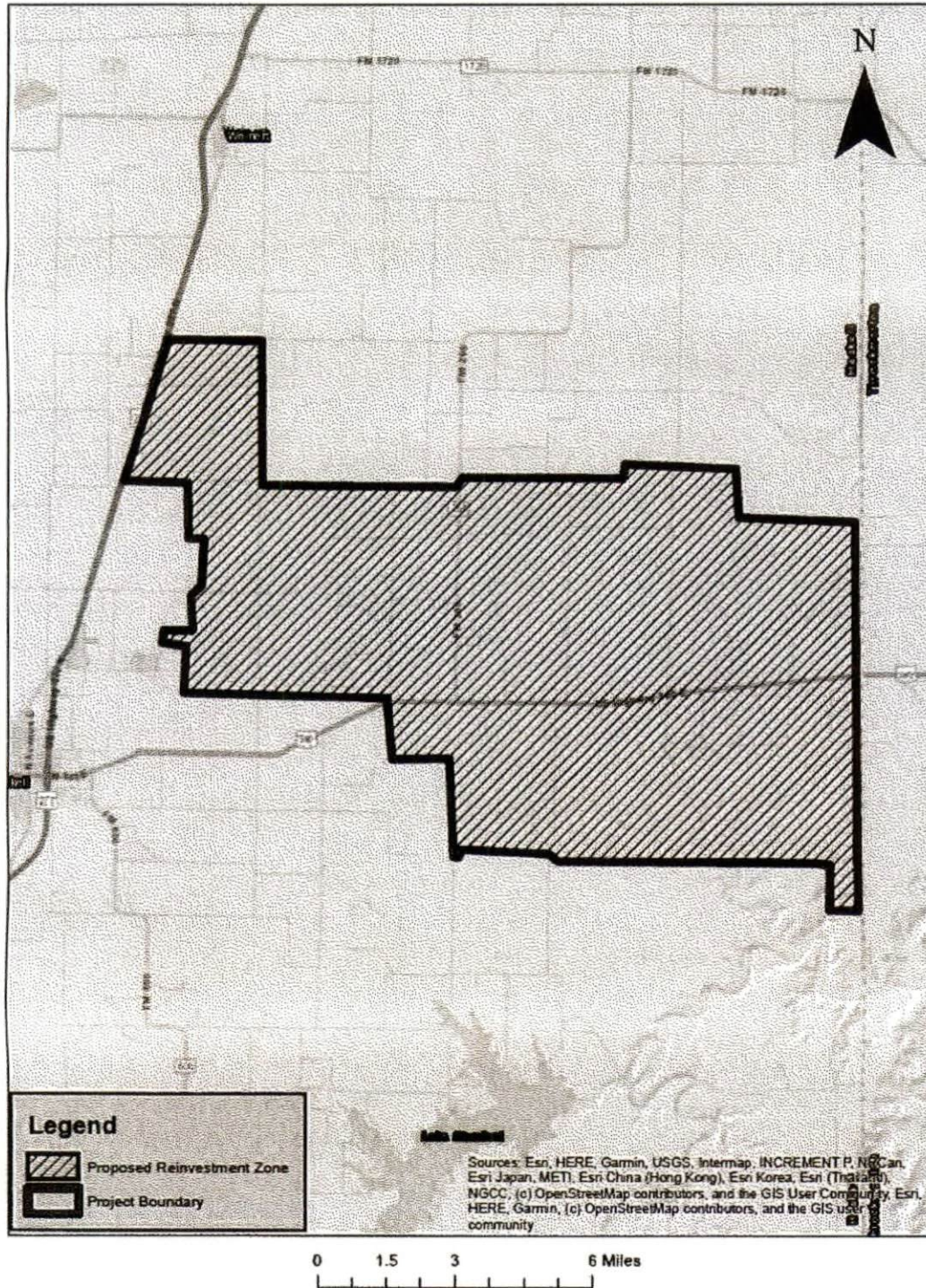
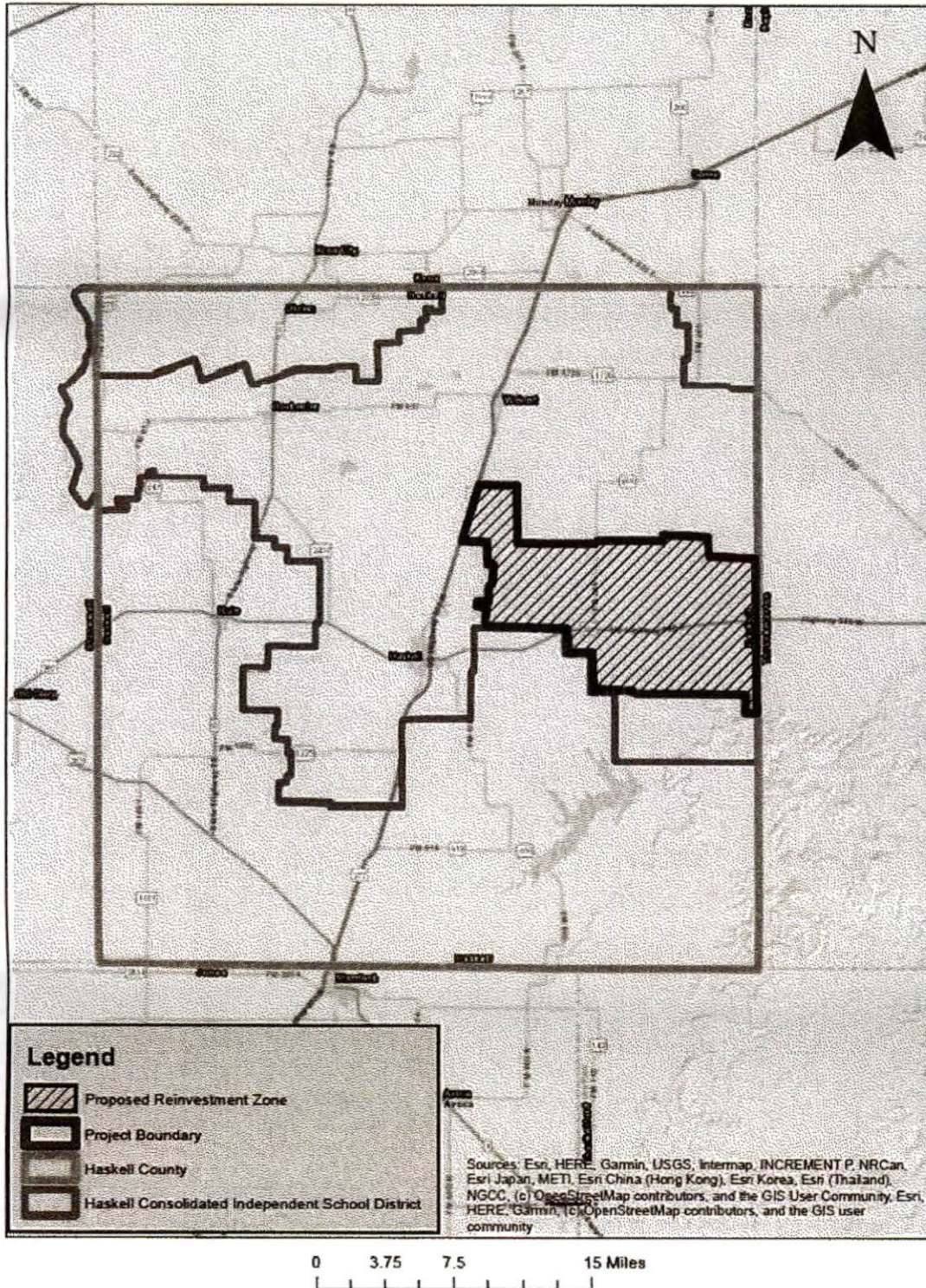


EXHIBIT 3



Reinvestment Zone 1 of 6 (Parcel Listing)

PARCEL ID	GEO NUMBER	LEGAL1	LEGAL2	ACREAGE	OWNER NAME
227	0011-00458-00000-000100	A-458 BROWN J		160.00	4 NETOS LTD
228	0011-00473-00000-000100	A-473 MILLER L		160.00	4 NETOS LTD
229	0011-00474-00000-000100	A-474 PATTON M L	TRACT 1	388.50	4 NETOS LTD
34093	0011-00154-00000-000101	A-154 HAGGARD NOWE	TRACT 1A	285.50	4 NETOS LTD
34095	0011-00093-00138-000101	A-93 CASSANOVA SUR	TRACT 1A	286.00	4 NETOS LTD
6573	0011-00372-00154-000800	A-372 SMITH S SUR	TRACT 8	222.00	ADAMS CONNIE LYNN ETAL
475	0011-00351-00109-002800	A-351 ISIDRO RAMOS	TRACT 28	13.00	ADAMS DAVID & TINA
476	0011-00351-00109-002801	A-351 ISIDRO RAMOS	TRACT 26A	86.00	ADAMS DAVID & TINA
2743	0011-00156-00066-000500	A-156 HALL RICHARD	TRACT 5	187.33	ADAMS DAVID & TINA
4351	0011-00395-00069-000301	A-395 THOMAS G.S.	TRACT 3A	16.50	ADAMS DAVID & TINA
4665	0011-00351-00109-002800	A-351 ISIDRO RAMOS	TRACT 28	149.66	ADAMS DAVID & TINA
3684	0011-00395-00069-000300	A-395 THOMAS G.S.	TRACT 3	104.60	ADAMS SHERRY
7916	0011-00156-00066-000501	A-156 HALL RICHARD	TRACT 5A	1.00	ADAMS SHERRY
2886	0011-00127-00052-000700	A-127 ELLIS, J.E.	TRACT 7	314.25	ALLTIZER VICKIE
2769	0011-00372-00154-000300	A-372 SMITH S. SUR	TRACT 3	200.00	ANDRESS LOIS ETAL
34353	0011-00351-00109-002502	A-351 ISIDRO RAMOS	TRACT 25B	100.00	ARENDALL AMANDA & WRIGHT NICHOL
4189	0011-00372-00154-000600	A-372 SMITH S. SUR	TRACT 6	100.50	ASHBY VICKI LYNN
215	0011-00108-00061-000200	A-108 CUMMINGS R.G	TRACT 2	320.00	AYCOCK IMA JEAN
5953	0011-00108-00061-000100	A-108 CUMMINGS R.G	TRACT 1	220.00	AYCOCK ROBERT & AYCOCK JAMES &
27561	0011-00108-00061-000101	A-108 CUMMINGS R.G	TRACT 1A	100.00	AYCOCK ROBERT D (BOB)
262	0011-00317-00064-000200	A-317 MCMEARY THOS	TRACT 2	326.50	BALDWIN JACK LYELL
1579	0011-00325-00073-000100	A-325 MCKNIGHT WM.	TRACT 1	100.80	BARBARAANN DRUESADOW
6089	0011-00407-00053-000700	A-407 WILCOX, J. S	TRACT 7	100.00	BARNEY BRUCE & BRENDA
1468	0011-00368-00118-002600	A-368 SCOTT JAMES	TRACT 26	797.00	BASS LINDA GAIL
4411	0011-00156-00066-000700	A-156 HALL, RICHAR	TRACT 7	662.00	BENNETT PAULA & WILFONG CALVIN
5416	0011-00353-00119-000500	A-353 RITCHIE A SU	TRACT 5	240.00	BENNETT PAULA & WILFONG CALVIN
6364	0011-00367-00056-000100	A-367 SHEPPARD, J	TRACT 1	474.00	BENNETT PAULA & WILFONG CALVIN
1196	0011-00372-00154-001300	A-372 SMITH S. SUR	TRACT 13	1142.42	BLANKS DAN H & CHARLOTTE
1200	0011-00090-00000-000200	A-90 CARMEN J.	TRACT 2	537.34	BLANKS DAN H & CHARLOTTE
1201	0011-00339-00000-000100	A-339 PITTS J.G.	TRACT 1	1021.31	BLANKS DAN H & CHARLOTTE
1202	0011-00362-00153-000100	A-362 ROZIER J. SU	TRACT 1	697.38	BLANKS DAN H & CHARLOTTE
1203	0011-01101-00020-000100	A-1101 SMITHEE G.H	TRACT 1	5.09	BLANKS DAN H & CHARLOTTE
2091	0011-00351-00109-002200	A-351 ISIDRO RAMOS	TRACT 22	246.70	BLANKS TERRY & SUSAN
2764	0011-00153-00001-000100	A-153 GH&H RR. CO.	TRACT 1	184.50	BROCKER WILLIAM F & TOVANA L
2591	0011-00368-00118-000500	A-368 SCOTT JAMES	TRACT 5	801.00	BROWNING JANICE & GENE HESTER
683	0011-00372-00154-000400	A-372 SMITH S. SUR	TRACT 4	100.00	BRUEGGEMAN DANNY & LYNN AND
3827	0011-00892-00004-000100	A-892 WENIG W.J. S	BLOCK (GC&SF RR) TRA	131.53	BRUEGGEMAN RICHARD LYNN
7296	0011-00343-00065-000100	A-343 PUNCHARD S.W	TRACT 1	100.00	BRUEGGEMAN RICHARD LYNN
173	0011-00408-00055-000400	A-408 WILLOUGHBY,	SUR #55 TRACT 4	100.00	BURDETT WILLIAM ANTHONY FAMILY
718	0011-00091-00058-000200	A-91 CAMPBELL, J S	TRACT 2	488.00	BURNETT CHARLES
720	0011-00351-00109-000100	A-351 ISIDRO RAMOS	SUR #109 TRACT 1	367.50	BURNETT CHARLES
1341	0011-00351-00109-002400	A-351 ISIDRO RAMOS	TRACT 24	200.00	CARROLL MARY ELIZABETH
980	0011-00091-00058-000100	A-91 CAMPBELL J SU	TRACT 1	492.00	CHAPMAN RONALD ETAL
981	0011-00385-00060-000200	A-385 TIDWELL H. S	TRACT 2	497.64	CHAPMAN RONALD ETAL
8047	0011-00385-00060-000201	A-385 TIDWELL H. S	TRACT 2A	1.00	CHAPMAN RONALD ETAL
986	0011-00385-00060-000100	A-385 TIDWELL H. S	TRACT 1	311.27	CHAPMAN RONNIE JACK & LINDA
37596	0011-00385-00060-000202	A-385 TIDWELL H. S	TRACT 2B	1.36	CHAPMAN RONNIE JACK & LINDA
601	0011-00408-00055-000100	A-408 WILLOUGHBY,	TRACT 1	160.00	CITY OF HASKELL
1010	0011-00351-00109-000200	A-351 ISIDRO RAMOS	TRACT 2	110.00	CITY OF HASKELL
2542	0011-00127-00052-000500	A-127 ELLIS, J.E.	TRACT 5	160.00	COMOLLI KENT ETAL
1186	0011-00090-00000-000100	A-90 CARMEN J.	TRACT 1	1790.00	COODY VICKIE J
1187	0011-00114-00155-000100	A-114 CALLISON S.	TRACT 1	320.00	COODY VICKIE J
1188	0011-00363-00000-000200	A-363 SCOTT J.	TRACT 2	38.00	COODY VICKIE J
1189	0011-00372-00154-001400	A-372 SMITH S. SUR	TRACT 14	1367.00	COODY VICKIE J



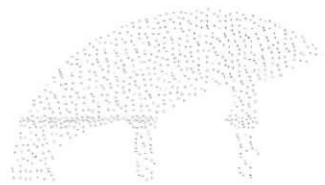
2424 Ridge Road
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Reinvestment Zone 2 of 6 (Parcel Listing)

PARCEL ID	GEO NUMBER	LEGAL1	LEGAL2	ACREAGE	OWNER NAME
1190	0011-00431-00082-000100	A-431 WARFIELD J.	TRACT 1	433.00	COODY VICKIE J
1191	0011-00479-00000-000100	A-479 WILLIAMS W.	TRACT 1	460.00	COODY VICKIE J
1193	0011-00773-00010-000100	A-773 DAY LAND & C	SUR #10 TRACT 1	134.19	COODY VICKIE J
1194	0011-00808-00000-000200	A-808 MESSER A.J.	TRACT 2	92.40	COODY VICKIE J
1195	0011-01040-00009-000200	A-1040 SMITH W. SU	TRACT 2	62.10	COODY VICKIE J
3954	0011-00155-00120-000400	A-155 HUFFMAN JOHN	TRACT 4	99.00	COOKE RHONDA R.
4413	0011-00056-00011-000200	A-56 BBB&C RR. CO.	TRACT 2	138.00	COPPEDGE CONRAD
34351	0011-00351-00109-002500	A-351 ISIDRO RAMOS	TRACT 25	88.00	COTHRON CHARLES STEPHEN
34352	0011-00351-00109-002501	A-351 ISIDRO RAMOS	TRACT 25A	12.00	COTHRON CHARLES STEPHEN
4412	0011-00627-00003-000200	A-627 GC&SF RR. CO	TRACT 2	63.50	COURINGTON DONNA
1307	0011-00127-00052-000100	A-127 ELLIS J ESUR	TRACT 1	244.33	COX JOHN WILLIAM II (BILL)
1308	0011-00373-00033-000100	A-373 SPINKS H SUR	TRACT 1	375.00	COX JOHN WILLIAM II (BILL)
1442	0011-00385-00060-000300	A-385 TIDWELL, H.	TRACT 3	582.50	DAVIS JOYCE
1450	0011-00051-00027-000100	A-51 BBB&C RR. CO.	TRACT 1	145.00	DAVIS LA PROPERTIES, LP
1451	0011-00837-00029-000100	A-837 BBB&C RR. CO	TRACT 1	154.00	DAVIS LA PROPERTIES, LP
1452	0011-00853-00028-000100	A-853 CAMPBELL D.C	BLOCK (BBB&C RR CO.)	150.00	DAVIS LA PROPERTIES, LP
1453	0011-00992-00006-000100	A-992 WILLIAMS G.B	TRACT 1	280.50	DAVIS LA PROPERTIES, LP
1454	0011-01139-00006-000100	A-1139 REYNOLDS W.	TRACT 1	129.80	DAVIS LA PROPERTIES, LP
377	0011-00351-00109-002000	A-351 ISIDRO RAMOS	TRACT 20	100.00	DAVIS NANCY
5868	0011-00351-00109-002700	A-351 ISIDRO RAMOS	TRACT 27	100.00	DDT TRUST
1270	0011-00353-00119-000300	A-353 RITCHIE A. SU	TRACT 3	363.00	DXON JUNE
1271	0011-00712-00000-000200	A-712 PARSONS D.C.	TRACT 2	37.40	DXON JUNE
214	0011-00368-00118-000100	A-368 SCOTT JAMES	TRACT 1	190.00	DXON WENDELL
37558	0011-00302-00068-000602	A-302 KING AMOS SU	TRACT 6	86.00	DRINNON RICKY A & KATHERINE R
1127	0011-00155-00120-001500	A-155 HUFFMAN JOHN	TRACT 15	125.00	DRINNON RICKY A
1575	0011-00302-00068-000601	A-302 KING AMOS SU	TRACT 6A	83.00	DRINNON RICKY A
4538	0011-00302-00068-000500	A-302 KING AMOS SU	TRACT 5	150.00	DRINNON RICKY A
4892	0011-00155-00120-001600	A-155 HUFFMAN JOHN	BLOCK 120 TRACT 16	148.00	DRINNON RICKY A
27440	0011-00155-00120-001201	A-155 HUFFMAN JOHN	TRACT 12A	15.70	DRINNON RICKY A
5576	0011-00351-00109-001900	A-351 ISIDRO RAMOS	TRACT 19	19.27	DUNLAP JAMES E
5577	0011-00351-00109-001901	A-351 ISIDRO RAMOS	TRACT 19A	80.00	DUNLAP JAMES E
1622	0011-00142-00054-000700	A-142 GAINER SUR #	TRACT 7	100.00	DUNNAM JERRY
1707	0011-00627-00003-000300	A-627 GC&SF RR. CO	TRACT 3	47.00	ELMORE MARVIN L
5743	0011-00407-00053-000100	A-407 WILCOX, J. S	TRACT 1	95.00	EVERETT PAULA
2384	0011-00737-00000-000100	A-737 LAWRENCE S.W	TRACT 1	150.00	FARMLAND RESERVE INC.
3885	0011-00121-00160-000100	A-121 DUNN W. SUR	TRACT 1	876.80	FARMLAND RESERVE INC.
5821	0011-00055-00009-000100	A-55 BBB&C RR. CO.	TRACT 1	647.10	FARMLAND RESERVE INC.
5822	0011-00057-00013-000100	A-57 BBB&C RR. CO.	TRACT 1	641.00	FARMLAND RESERVE INC.
5824	0011-00059-00025-000100	A-59 BBB&C RR. CO.	TRACT 1	148.40	FARMLAND RESERVE INC.
5825	0011-00060-00023-000100	A-60 BBB&C RR. CO.	TRACT 1	173.80	FARMLAND RESERVE INC.
5832	0011-00513-00008-000100	A-513 NABORS J.W.	BLOCK BBB&C TRACT 1	634.00	FARMLAND RESERVE INC.
5835	0011-00553-00014-000100	A-553 BBB&C RR. CO	TRACT 1	647.40	FARMLAND RESERVE INC.
5836	0011-00577-00012-000100	A-577 BBB&C RR. CO	TRACT 1	583.30	FARMLAND RESERVE INC.
5837	0011-00584-00007-000100	A-584 GAINES W. SU	TRACT 1	248.30	FARMLAND RESERVE INC.
5839	0011-00598-00025-000100	A-598 BBB&C RR. CO	TRACT 1	175.30	FARMLAND RESERVE INC.
4006	0011-00395-00069-000200	A-395 THOMAS G.S.	TRACT 2	418.00	FETSCH FARMS LEO & EMMA LLC
30157	0011-00153-00001-000101	A-153 GH&H RR. CO.	TRACT 1A	229.38	FETSCH FARMS LEO & EMMA LLC
2747	0011-00012-00059-000100	A-12 MOSES BUTLER	TRACT 1	742.92	FLAT TOP EIGHT RANCHES
2748	0011-00095-00057-000100	A-95 CASS SUR #57	BLOCK 1 TRACT 1	609.36	FLAT TOP EIGHT RANCHES
2748	0011-00095-00057-000100	A-95 CASS SUR #57	BLOCK 1 TRACT 1	609.36	FLAT TOP EIGHT RANCHES
2749	0011-00127-00052-000400	A-127 ELLIS J.E SU	TRACT 4	132.21	FLAT TOP EIGHT RANCHES
2750	0011-00307-00050-000100	A-307 LANGHAM RICH	TRACT 1	1363.26	FLAT TOP EIGHT RANCHES
2751	0011-00011-00051-000100	A-11 THOS G BOX SU	TRACT 1	3106.68	FLAT TOP EIGHT RANCHES



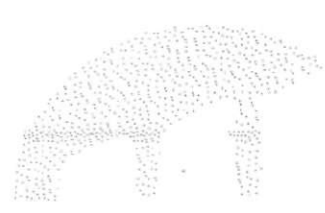
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Reinvestment Zone 3 of 6 (Parcel Listing)

PARCEL ID	GEO NUMBER	LEGAL1	LEGAL2	ACREAGE	OWNER NAME
2752	0011-00012-00059-000101	A-12 MOSES BUTLER	TRACT 1A	740.33	FLAT TOP EIGHT RANCHES
2753	0011-00307-00050-000101	A-307 LANGHAM RICH	TRACT 1A	1019.57	FLAT TOP EIGHT RANCHES
34726	0011-00012-00059-000102	A-12 MOSES BUTLER	TRACT 1B	2.20	FLAT TOP EIGHT RANCHES
2326	0011-00103-00158-000400	A-103 CRAIG H.R. S	TRACT 4	133.00	FOUTS BONNIE & HANSARD JILL
5615	0011-00103-00158-000300	A-103 CRAIG H.R. S	TRACT 3	279.00	FOUTS BONNIE & HANSARD JILL
1904	0011-00317-00064-000100	A-317 MCMEARY THOS	TRACT 1	326.50	FOUTS JOHN ol
1956	0011-00712-00000-000300	A-712 PARSONS D.C.	TRACT 3	22.00	FRIERSON RANDALL & JEFF
32337	0011-00353-00119-000402	A-353 RITCHIE A SU	TRACT 4B	172.37	FRIERSON RANDALL & JEFF
2229	0011-00409-00121-000100	A-409 MCHENRY WILB	TRACT 1	995.47	GREEN ELIZABETH PAYTON GRISSOM
2062	0011-00095-00057-000600	A-95 CASS SUR #57	TRACT 6	131.00	GRIFFIN SHEILA & BLANKS SUSAN
2063	0011-00127-00052-000200	A-127 ELLIS J.E. S	TRACT 2	160.00	GRIFFIN SHEILA & BLANKS SUSAN
2066	0011-00407-00053-000200	A-407 WILCOX J. SU	TRACT 2	159.10	GRIFFIN SHEILA & BLANKS SUSAN
2064	0011-00142-00054-000800	A-142 GANER SUR #	TRACT 8	100.00	GRIFFIN SHEILA & SUSAN BLANKS
2067	0011-00407-00053-000300	A-407 WILCOX J. S	TRACT 3	136.00	GRIFFIN SHEILA & SUSAN BLANKS
2068	0011-00408-00055-000600	A-408 WILLOUGHBY,	TRACT 6	100.00	GRIFFIN SHEILA & SUSAN BLANKS
6197	0011-00351-00109-002300	A-351 ISIDRO RAMOS	TRACT 23	231.90	GRIFFIN SHEILA & SUSAN BLANKS
6198	0011-00408-00055-000700	A-408 WILLOUGHBY,	TRACT 7	200.00	GRIFFIN SHEILA & SUSAN BLANKS
11574	0011-00351-00109-002301	A-351 ISIDRO RAMOS	TRACT 23A	16.60	GRIFFIN SHEILA & SUSAN BLANKS
2247	0011-00340-00070-000300	A-340 PAYNE E.D. S	TRACT 3	247.00	GUESS STEVEN L
4085	0011-00408-00055-000300	A-408 WILLOUGHBY,	TRACT 3	239.30	HARTIN MICHAEL
4085	0011-00408-00055-000300	A-408 WILLOUGHBY,	TRACT 3	239.30	HARTIN MICHAEL
2701	0011-00363-00000-000100	A-363 SCOTT J.	TRACT 1	38.30	HARTON ANNIE L
2702	0011-00808-00000-000100	A-808 MESSER A.J.	TRACT 1	54.70	HARTON ANNIE L
4067	0011-01080-00009-000100	A-1080 PATTERSON J	TRACT 1	234.00	HENDERSON HALE
2523	0011-00095-00057-000601	A-95 CASS SUR #57	TRACT 6A	1.00	HENSHAW R C EST
602	0011-00156-00066-000600	A-156 HALL, RICHAR	TRACT 6	85.00	HIGH DOYLE FAMILY LTD PRTH
3243	0011-00933-00002-000100	A-933 MILLER G.J.	BLOCK (GH&H) TRACT 1	302.00	HOGAN MARGIE ETAL
3243	0011-00933-00002-000100	A-933 MILLER G.J.	BLOCK (GH&H) TRACT 1	302.00	HOGAN MARGIE ETAL
27988	0011-00933-00002-000101	A-933 MILLER G.J.	BLOCK (GH&H) TRACT 1	1.00	HOGAN MARGIE ETAL
481	0011-00351-00109-001800	A-351 ISIDRO RAMOS	TRACT 18	50.00	HOLMAN JOHN ROBERT
2373	0011-00091-00058-000300	A-91 CAMPBELL, J S	TRACT 3	492.70	HOPKINS CARL & DARLENE
2765	0011-00344-00062-000100	A-344 PEVETOE M. S	TRACT 1	175.22	HOWARD FAMILY TRUST
32294	0011-00344-00062-000101	A-344 PEVETOE M. S	TRACT 1A	160.00	HOWARD FAMILY TRUST
32295	0011-00344-00062-000102	A-344 PEVETOE M. S	TRACT 1B	50.00	HOWARD FAMILY TRUST
32299	0011-00344-00062-000103	A-344 PEVETOE M. S	TRACT 1C	50.00	HOWARD FAMILY TRUST
33739	0011-00344-00062-000104	A-344 PEVETOE M. S	TRACT 1D	104.78	HOWARD FAMILY TRUST
34459	0011-00344-00062-000105	A-344 PEVETOE M. S	TRACT 1E	100.00	HOWARD FAMILY TRUST
2775	0011-00372-00154-000500	A-372 SMITH S. SUR	TRACT 5	45.00	HOWARD GAYLE TR KENNETH TR
2776	0011-00633-00010-000100	A-633 HUGHES H.J.	BLOCK (BBB&C RR CO)	155.48	HOWARD GAYLE TR KENNETH TR
2776	0011-00633-00010-000100	A-633 HUGHES H.J.	BLOCK (BBB&C RR CO)	155.48	HOWARD GAYLE TR KENNETH TR
2776	0011-00633-00010-000100	A-633 HUGHES H.J.	BLOCK (BBB&C RR CO)	155.48	HOWARD GAYLE TR KENNETH TR
7059	0011-00577-00012-000201	A-577 BBB&C RR CO	TRACT 2A	0.56	HOWARD GAYLE TR KENNETH TR
5973	0011-00302-00068-000700	A-302 KING AMOS SU	TRACT 7	160.00	ISELL JAMES C
2924	0011-00343-00065-000200	A-343 PUNCHARD S.W	TRACT 2	136.00	JETER JOYCE MRS
3063	0011-00353-00119-000100	A-353 RITCHIE A	SUR #119 TRACT 1	143.30	JOSSELET DANNY OR VICKIE
3066	0011-00712-00000-000100	A-712 PARSONS DC	SUR # 120 TRACT 1	36.70	JOSSELET DANNY OR VICKIE
7283	0011-00155-00120-000500	A-155 HUFFMAN JOHN	TRACT 5	173.68	JOSSELET DANNY OR VICKIE
8173	0011-00155-00120-000200	A-155 HUFFMAN JOHN	TRACT 2	176.99	JOSSELET JOHNNY
1258	0011-00353-00119-000200	A-353 RITCHIE A SU	TRACT 2	438.83	JOSSELET KYLE ETAL
3060	0011-00155-00120-000600	A-155 HUFFMAN JOHN	TRACT 6	100.00	JOSSELET VAN J
3047	0011-00155-00120-000601	A-155 HUFFMAN JOHN	TRACT 6A	97.88	JOSSELET VAN J.
223	0011-00093-00138-000100	A-93 CASSANOVA SUR	TRACT 1	95.91	JOY DARRELL & BRENDA
34450	0011-00093-00138-000102	A-93 CASSANOVA SUR	TRACT 1B	240.22	JOY DARRELL D



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Reinvestment Zone 4 of 6 (Parcel Listing)

PARCEL ID	GEO NUMBER	LEGAL1	LEGAL2	ACREAGE	OWNER NAME
34765	0011-00093-00138-000104	A-93 CASSANOVA SUR	TRACT 1D	300.00	JOY DARRELL D
8503673	0011-00408-00055-000301	A-408 WILLOUGHBY,	TRACT 3A	350.30	KING BRUCE & ROCK KING & VERNON
3244	0011-00372-00154-001100	A-372 SMITH S SUR	TRACT 11	276.66	KIRKPATRICK KELLY & REBECCA
3244	0011-00372-00154-001100	A-372 SMITH S SUR	TRACT 11	276.66	KIRKPATRICK KELLY & REBECCA
3208	0011-00103-00158-000200	A-103 CRAIG H.R. S	TRACT 2	67.00	KLOSE EDDIE
3208	0011-00103-00158-000200	A-103 CRAIG H.R. S	TRACT 2	67.00	KLOSE EDDIE
3209	0011-00737-00000-000300	A-737 LAWRENCE S.W	TRACT 3	113.00	KLOSE EDDIE
3210	0011-00103-00158-000100	A-103 CRAIG H.R. S	TRACT 1	133.00	KLOSE JERRY DON
3212	0011-00737-00000-000200	A-737 LAWRENCE S.W	TRACT 2	37.00	KLOSE JERRY DON
3217	0011-00021-00129-000200	A-21 BROOKS GEORGE	TRACT 2	160.00	KLOSE JERRY DON
1087	0011-00311-00078-000100	A-311 LAUGHLIN JOH	TRACT 1	335.50	LAMPO ANTHONY & ELIZABETH
4447	0011-00170-00079-000200	A-170 HUESER JOHN	TRACT 2	135.50	LAMPO ANTHONY & ELIZABETH
3289	0011-00408-00055-000500	S-408 WILLOUGHBY L	TRACT 5	100.00	LANDESS ESTATE
3369	0011-00302-00068-000401	A-302 KING AMOS S	TRACT 4A	22.65	LARNED SAMMY & GERRE
3505	0011-00305-00136-000300	A-305 KING SAMUEL	TRACT 3	280.00	LILES BLAKE REVOCABLE LIVING TR
2371	0011-00372-00154-000100	A-372 SMITH S. SUR	TRACT 1	21.38	LIVELY MATTHEW EDWARD
5016	0011-00368-00118-002500	A-368 SCOTT JAMES	TRACT 25	473.40	LOST VALLEY ENTERPRISES LLC
202	0011-00095-00057-000300	A-95 CASS SUR #57	TRACT 3	393.00	LYTLE JERRY W
1863	0011-00021-00129-000300	A-21 BROOKS GEORGE	SUR #129 TRACT 3	160.00	MAXSON FAMILY REV LIVING TRUST
4055	0011-00160-00161-000100	A-160 HOLT H. SUR	TRACT 1	441.00	MAXSON FAMILY REV LIVING TRUST
4063	0011-00160-00161-000200	A-160 HOLT H. SUR	TRACT 2	139.70	MAXSON FAMILY REV LIVING TRUST
5435	0011-00395-00069-000100	A-395 THOMAS G.S.	TRACT 1	104.30	MAXSON FAMILY REV LIVING TRUST
5438	0011-00340-00070-000400	A-340 PAYNE E.D. S	TRACT 4	300.00	MAXSON FAMILY REV LIVING TRUST
2422	0011-00737-00000-000401	A-737 LAWRENCE S.W	TRACT 4A	2.00	MCGARY SANDRA & CYNTHIA HUDSON
4611	0011-00103-00158-000600	A-103 CRAIG H.R. S	TRACT 8	180.41	MCGARY SANDRA & CYNTHIA HUDSON
4612	0011-00737-00000-000400	A-737 LAWRENCE S.W	TRACT 4	52.72	MCGARY SANDRA & CYNTHIA HUDSON
3065	0011-00155-00120-000300	A-155 HUFFMAN JOHN	TRACT 3	159.58	MCGUIRE STEVE
3881	0011-00302-00068-000100	A-302 KING AMOS SU	TRACT 1 & 2	583.80	MCGUIRE STEVE
3887	0011-00294-00067-000200	A-294 IRWIN CHARLE	TRACT 2	96.50	MCGUIRE STEVE
3887	0011-00294-00067-000200	A-294 IRWIN CHARLE	TRACT 2	96.50	MCGUIRE STEVE
4515	0011-00021-00129-000100	A-21 BROOKS GEORGE	TRACT 1	320.00	MCGUIRE STEVE
5775	0011-00294-00067-000500	A-294 IRWIN CHARLE	TRACT 5	128.95	MCGUIRE STEVE
30482	0011-00353-00119-000201	A-353 RITCHIE A SU	TRACT 2A	220.00	MCGUIRE STEVE
918	0011-00368-00118-000400	A-368 SCOTT JAMES	TRACT 4	261.00	MCGUIRE STEVEN BRENT & PHOIAN
4656	0011-00155-00120-001100	A-155 HUFFMAN JOHN	TRACT 11	126.00	MCGUIRE STEVEN BRENT & PHOIAN
4657	0011-00155-00120-001800	A-155 HUFFMAN JOHN	TRACT 18	241.00	MCGUIRE STEVEN BRENT & PHOIAN
5629	0011-00064-00001-000100	A-64 BBB&C RR. CO.	TRACT 1	641.64	MCKNIGHT ROSS
2383	0011-00142-00054-000601	A-142 GANER SUR #		15.00	MEDFORD DANNY C
1440	0011-00158-00066-000300	A-158 HALL RICHARD	TRACT 3	148.00	MEDFORD JOHNNY ESTATE
3959	0011-00158-00066-000100	A-158 HALL RICHARD	TRACT 1	178.18	MEDFORD JOHNNY ESTATE
3961	0011-00754-00000-000100	A-754 JONES C.W.	TRACT 1	36.30	MEDFORD JOHNNY ESTATE
2110	0011-00103-00158-000600	A-103 CRAIG H.R.	TRACT 6	119.50	MEDFORD KATHRYN
3016	0011-00305-00136-000200	A-305 KING SAMUEL	TRACT 2	280.00	MEGAN FAMILY LP
5970	0011-00155-00120-001200	A-155 HUFFMAN JOHN	TRACT 12	45.50	MILLMAN PATSY TURNBOW
3055	0011-00155-00120-001700	A-155 HUFFMAN JOHN	TRACT 17	177.80	MOBLEY DAVID W & TREVA
5737	0011-00155-00120-001400	A-155 HUFFMAN JOHN	TRACT 14	193.43	MOELLER MOLLIE
4127	0011-00103-00158-000500	A-103 CRAIG H.R. S	TRACT 5	139.20	MOELLER ROGER A
4131	0011-00981-00003-000100	A-981 MATHIS J.E.	TRACT 1	186.12	MOELLER ROGER A
4348	0011-00368-00118-000300	A-368 SCOTT JAMES	TRACT 3	160.00	NEWTON FAMILY PARTNERSHIP
2205	0011-00160-00161-000300	A-160 HOLT H. SUR	TRACT 3	391.00	OK GRIFFITH TRUST
1860	0011-00407-00053-000600	A-407 WILCOX, J. S	TRACT 6	151.00	OPITZ LOCHIE BETH FOOTE
3218	0011-00158-00068-000200	A-158 HALL RICHARD	TRACT 2	178.18	OPITZ PAMELA & KING CAMILLE
3219	0011-00160-00161-000400	A-160 HOLT H. SUR	TRACT 4	220.00	OPITZ PAMELA & KING CAMILLE
3221	0011-00754-00000-000200	A-754 JONES C.W.	TRACT 2	36.90	OPITZ PAMELA & KING CAMILLE



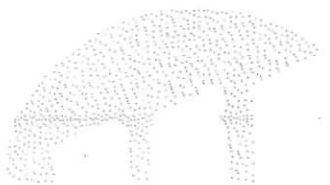
2424 Ridge Road
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Reinvestment Zone 5 of 6 (Parcel Listing)

PARCEL ID	GEO NUMBER	LEGAL1	LEGAL2	ACREAGE	OWNER NAME
36814	0011-00372-00154-000601A	A-372 SMITH, S. SU	TRACT 6A	100.00	OSBORN MARY JO
4496	0011-00407-00053-000400	A-407 WILCOX J. SU	TRACT 4	130.00	OVERTON RAY JR
4608	0011-00056-00011-000300	A-56 BBB&C RR. CO.	TRACT 3	138.80	PAYNE CLAUDE
25552	0011-00577-00012-000200	A-577 BBB&C RR. CO	TRACT 2	38.20	PAYNE CLAUDE
4123	0011-00103-00158-001000	A-103 CRAIG H.R. S	TRACT 10	107.00	PAYNE JANICE
4124	0011-00737-00000-000600	A-737 LAWRENCE S.W	TRACT 6	11.50	PAYNE JANICE
4125	0011-00372-00154-000200	A-372 SMITH S. SUR	TRACT 2	200.00	PAYNE JANICE
4347	0011-00343-00065-000300	A-343 PUNCHARD S.W	TRACT 3	202.00	PEARCE JAMES ANDREW
4616	0011-00372-00154-000102	A-372 SMITH S. SUR	TRACT 1B	7.30	PEISER WILLIE MRS (ERNA) ESTATE
4617	0011-00103-00158-000900	A-103 CRAIG H.R. S	TRACT 9	67.64	PEISER WILLIE MRS (ERNA) ESTATE
4618	0011-00737-00000-000500	A-737 LAWRENCE S.W	TRACT 5	52.90	PEISER WILLIE MRS (ERNA) ESTATE
6943	0011-00103-00158-001100	A-103 CRAIG H.R. S	TRACT 11	114.58	PEISER WILLIE MRS (ERNA) ESTATE
1563	0011-00351-00109-002100	A-351 ISIDRO RAMOS	TRACT 21	100.00	PERRY WILLIAM MATTHEW
6096	0011-00368-00118-000200	A-368 SCOTT JAMES	TRACT 2	196.20	ROBERTSON JEFF & STACI
6575	0011-00372-00154-000900	A-372 SMITH S. SUR	TRACT 9	100.00	RODEN LUCILLE Z & A L RODEN JR
5897	0011-00407-00053-000800	A-407 WILCOX J. SU	TRACT 8	170.00	ROGERS JACKIE & SAMMIE UTLEY
5899	0011-00127-00052-000600	A-127 ELLIS J E SU	TRACT 6	144.00	ROGERS JACKIE & SAMMIE UTLEY
5900	0011-00407-00053-000500	A-407 WILCOX J. SU	TRACT 5	170.00	ROGERS JACKIE & SAMMIE UTLEY
5062	0011-00095-00057-000500	A-95 CASS SUR #57		115.00	ROSE FAMILY TRUST
7472	0011-00142-00054-000600	A-142 GAINER SUR #	TRACT 6	304.99	RUSSELL JULIA ETAL
225	0011-00154-00000-000100	A-154 HAGGARD NOWE	TRACT 1	739.00	SANDERS DORIS WINONA
226	0011-00372-00154-001200	A-372 SMITH S. SUR	TRACT 12	324.59	SANDERS DORIS WINONA
34091	0011-00473-00000-000101	A-473 MILLER L	TRACT 1A	160.00	SANDERS DORIS WINONA
5088	0011-00294-00067-000300	A-294 IRWIN CHARLE	SUR #87 TRACT 3	32.14	SCHONERSTEDT KATHRYN ANN
32443	0011-00367-00056-000201	A-367 SHEPPARD, J	TRACT 2A	367.40	SEAY BRADLEY A HERITAGE TRUST
8505434	0011-00367-00056-000200A	A-367 SHEPPARD, J	TRACT 2	629.60	SEAY BRADLEY A HERITAGE TRUST
5340	0011-00854-00030-000100	A-854 CAMPBELL, D.	BLOCK BBB&C RR CO TR	159.00	SLOAN SAM ROSS III ESTATE
5342	0011-00992-00006-000200	A-992 WILLIAMS G.B	TRACT 2	250.00	SLOAN SAM ROSS III ESTATE
5343	0011-01139-00006-000200	A-1139 REYNOLDS W.	TRACT 2	91.00	SLOAN SAM ROSS III ESTATE
5377	0011-00095-00057-000200	A-95 CASS SUR #57		100.00	SMITH THOMAS & KREUPELING E
5378	0011-00095-00057-000400	A-95 CASS SUR #57		123.00	SMITH THOMAS & KREUPELING E
6433	0011-00156-00066-000401	A-156 HALL RICHARD	TRACT 4A	1.50	STEELEY JASON
4797	0011-00056-00011-000100	A-56 BBB&C RR. CO.	TRACT 1	198.02	STEINFATH FARMS LLC - SERIES ON
4798	0011-00855-00026-000200	A-855 CAMPBELL D.C	BLOCK (BBB&C RR CO.)	70.00	STEINFATH FARMS LLC - SERIES ON
7060	0011-00577-00012-000300	A-577 BBB&C RR. CO	TRACT 3	23.00	STEINFATH FARMS LLC - SERIES ON
5499	0011-00059-00025-000200	A-59 BBB&C RR. CO.	TRACT 2	27.39	STEINFATH LENA
5500	0011-00855-00026-000100	A-855 CAMPBELL D.C	BLOCK (BBB&C RR CO.)	70.00	STEINFATH LENA
2319	0011-00343-00065-000400	A-343 PUNCHARD S.W	TRACT 4	100.00	TEXAS SCOTTISH RITE HOSPITAL
2320	0011-00425-00063-000100	A-425 WADSWORTH W.	TRACT 1	640.00	TEXAS SCOTTISH RITE HOSPITAL
2321	0011-00294-00067-000700	A-294 IRWIN CHARLE	TRACT 7	399.40	TEXAS SCOTTISH RITE HOSPITAL
7503	0011-00343-00065-000500	A-343 PUNCHARD S.W	TRACT 5	102.50	TEXAS SCOTTISH RITE HOSPITAL
5769	0011-00170-00079-000100	A-170 HUESER JOHN	TRACT 1	200.00	THOMAS BILL R
7298	0011-00302-00068-000800	A-302 KING AMOS SU	TRACT 8	160.00	THOMAS BILL R
4130	0011-00103-00158-000700	A-103 CRAIG H.R. S	TRACT 7	119.50	TIBBELS LORI RENEE
5864	0011-00372-00154-000501	A-372 SMITH S. SUR	TRACT 5A	2.00	TIDROW MILTON O (JACK)
3308	0011-00127-00052-000300	A-127 ELLIS, J E S	TRACT 3	328.60	VAUGHN GAITHEL E TRUST
32335	0011-00351-00109-001501	A-351 ISIDRO RAMOS	TRACT 15A	47.50	WALL JOHN L
6239	0011-01015-00002-000100	A-1015 SMITH L.V.	BLOCK (GH&H) TRACT 1	320.00	WEISE TIM ETAL
6239	0011-01015-00002-000100	A-1015 SMITH L.V.	BLOCK (GH&H) TRACT 1	320.00	WEISE TIM ETAL
3220	0011-00351-00109-001700	A-351 ISIDRO RAMOS	TRACT 17	50.00	WEISE TIM
6241	0011-00372-00154-000700	A-372 SMITH S. SUR	TRACT 7	149.84	WEISE WILTON W JR
600	0011-00294-00067-000400	A-294 IRWIN CHARLE	TRACT 4	384.88	WHEATLEY JOE
7994	0011-00294-00067-000601	A-294 IRWIN CHARLE	TRACT 6A	1.00	WHEATLEY JOE
5884	0011-00302-00068-000400	A-302 KING AMOS SU	TRACT 4	101.04	WHEATLEY JOHNNY



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Reinvestment Zone 6 of 6 (Parcel Listing)

PARCEL ID	GEO NUMBER	LEGAL1	LEGAL2	ACREAGE	OWNER NAME
6288	0011-00294-00067-000100	A-294 IRWIN CHARLE	TRACT 1	200.00	WHEATLEY JOHNNY
6289	0011-00294-00067-000301	A-294 IRWIN CHARLE	TRACT 3A	21.40	WHEATLEY JOHNNY
6290	0011-00294-00067-000600	A-294 IRWIN CHARLE	TRACT 6	258.80	WHEATLEY JOHNNY
6291	0011-00302-00068-000300	A-302 KING AMOS SU	TRACT 3	200.00	WHEATLEY JOHNNY
6294	0011-00021-00129-000400	A-21 BROOKS GEORGE	TRACT 4	320.00	WHEATLEY JOHNNY
1881	0011-00408-00055-000200	A-408 WILLOUGHBY,	TRACT 2	210.80	WILHITE STEVEN L & CATHERINE
6479	0011-00372-00154-001000	A-372 SMITH S. SUR	TRACT 10	226.50	WITTENBORN GERTRUDE
6479	0011-00372-00154-001000	A-372 SMITH S. SUR	TRACT 10	226.50	WITTENBORN GERTRUDE
32353	0011-00372-00154-000101	A-372 SMITH S. SUR	TRACT 1A	45.58	WITTENBORN GERTRUDE
32353	0011-00372-00154-000101	A-372 SMITH S. SUR	TRACT 1A	45.58	WITTENBORN GERTRUDE
5786	0011-00155-00120-001300	A-155 HUFFMAN JOHN	SUR #120 TRACT 13	200.00	WOLLARD SUZANNE & DEBBIE SCHEFF
5788	0011-00155-00120-000100	A-155 HUFFMAN JOHN	SUR #120 TRACT 1	300.00	WOLLARD SUZANNE & DEBBIE SCHEFF
2722	0011-00016-00157-000100	A-16 BROWN BENJAMI	TRACT 1	1373.00	WOODWARD ALMEDA
2723	0011-00133-00159-000100	A-133 FISHER H. SU	TRACT 1	1386.00	WOODWARD ALMEDA
224	0011-00153-00001-000200	A-153 GH&H RR. CO.	TRACT 2	52.13	WORTHAM STEVEN COREY
34449	0011-00154-00000-000102	A-154 HAGGARD NOWE	TRACT 1B	100.00	WORTHAM STEVEN COREY
34573	0011-00154-00000-000103	A-154 HAGGARD NOWE	TRACT 1C	100.00	WORTHAM STEVEN COREY
34574	0011-00093-00138-000103	A-93 CASSANOVA SUR	TRACT 1C	88.00	WORTHAM STEVEN COREY
35647	0011-00093-00138-000105	A-93 CASSANOVA SUR	TRACT 1E	63.87	WORTHAM STEVEN COREY
8503658	0011-00153-00001-000102	A-153 GH&H RR. CO.	TRACT 1B	8.17	WORTHAM STEVEN COREY
1865	0011-00156-00066-000400	A-156 HALL RICHARD	TRACT 4	75.00	YAGER FRANCES
1866	0011-00627-00003-000100	A-627 GC&SF RR. CO	TRACT 1	31.66	YAGER FRANCES



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Exhibit 2

Resolution and Order Creating Inertia Wind Reinvestment Zone

**IN THE COMMISSIONERS COURT
OF
HASKELL COUNTY, TEXAS**

**RESOLUTION AND ORDER CREATING
INERTIA WIND REINVESTMENT ZONE**

WHEREAS, on the 9th day of November, 2021, came on for consideration the Designation of a Reinvestment Zone pursuant to Chapter 312 of the Texas Tax Code, and

WHEREAS, attached to this Order are the following descriptive documents:

A description of the project and property to be contained within the Inertia Wind Reinvestment Zone, said description being included within an Application for Tax Abatement by Inertia Wind Project, LLC, said Application being incorporated herein by reference.

The maps and property descriptions contained within the Application are attached to this Order are intended to more fully and accurately describe the geographic region included within the Reinvestment Zone to be known as Inertia Wind Reinvestment Zone.

WHEREAS, prior to the creation of the Inertia Wind Reinvestment Zone, the Commissioners court made a determination that the application filed by Inertia Wind Project, LLC meets the applicable guidelines and criteria adopted by the Commissioners Court, and that a tax abatement agreement between the County and Inertia Wind Project, LLC, would be in compliance with the established guidelines and criteria for tax abatement, and

WHEREAS, pursuant to Chapter 312, Texas Tax Code, the Commissioners Court of Haskell County, Texas has determined that it is eligible to participate in tax abatement, and it is hereby resolved that Haskell County may participate in tax abatement, and Ordered that the application on file with the Court is in conformity with the applicable requirements of law, and

WHEREAS, the Commissioners Court did conduct a public hearing prior to the consideration of this Order, after due notice, as required by Chapter 312 of the Texas Tax Code. After receiving public comment, the Commissioners Court hereby determines that the designation of an area as a reinvestment zone would contribute to the retention or expansion of primary employment in Haskell County, Texas, and would contribute to the economic development of the County,

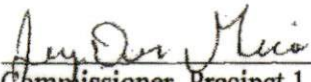
THEREFORE, PREMISES CONSIDERED, the Commissioners Court of Haskell County, Texas does hereby create the Inertia Wind Reinvestment Zone, as described more fully in the attachments to this Order, which are incorporated herein by reference and are to be filed in the minutes of the Commissioners Court with this Order.

It is further ORDERED by the Commissioners Court that the County Judge is hereby authorized to execute, on behalf of Haskell County, Texas, such documents as may be necessary to facilitate and implement this Order.

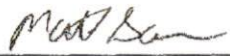
Dated: Adopted on November 9, 2021.



County Judge, Haskell County, Texas



Commissioner, Precinct 1



Commissioner, Precinct 3

Commissioner, Precinct 2



Commissioner, Precinct 4

Attest:





County Clerk, Haskell County, Texas

EXHIBIT "A"

Reinvestment Zone 1 of 6 (Parcel Listing)

PARCEL ID	GEO NUMBER	LEGAL1	LEGAL2	ACREAGE	OWNER NAME
227	0011-00458-00000-000100	A-458 BROWN J		160.00	4 NETOS LTD
228	0011-00473-00000-000100	A-473 MILLER L		160.00	4 NETOS LTD
229	0011-00474-00000-000100	A-474 PATTON M L	TRACT 1	388.50	4 NETOS LTD
34093	0011-00154-00000-000101	A-154 HAGGARD NOWE	TRACT 1A	285.50	4 NETOS LTD
34095	0011-00093-00138-000101	A-93 CASSANOVA SUR	TRACT 1A	286.00	4 NETOS LTD
6573	0011-00372-00154-000800	A-372 SMITH S SUR	TRACT 8	222.00	ADAMS CONNE LYNN ETAL
475	0011-00351-00109-002600	A-351 ISDRO RAMOS	TRACT 28	13.00	ADAMS DAVID & TINA
476	0011-00351-00109-002601	A-351 ISDRO RAMOS	TRACT 26A	86.00	ADAMS DAVID & TINA
2743	0011-00156-00066-000500	A-156 HALL RICHARD	TRACT 5	187.33	ADAMS DAVID & TINA
4351	0011-00395-00069-000301	A-395 THOMAS G.S.	TRACT 3A	16.50	ADAMS DAVID & TINA
4865	0011-00351-00109-002800	A-351 ISDRO RAMOS	TRACT 28	149.66	ADAMS DAVID & TINA
3684	0011-00395-00069-000300	A-395 THOMAS G.S.	TRACT 3	104.60	ADAMS SHERRY
7916	0011-00156-00066-000501	A-156 HALL RICHARD	TRACT 5A	1.00	ADAMS SHERRY
2886	0011-00127-00052-000700	A-127 ELLIS, J.E.	TRACT 7	314.25	ALLTZER VICKIE
2769	0011-00372-00154-000300	A-372 SMITH S. SUR	TRACT 3	200.00	ANDRESS LOIS ETAL
34353	0011-00351-00109-002502	A-351 ISDRO RAMOS	TRACT 25B	100.00	ARENDALL AMANDA & WRIGHT NICHOL
4189	0011-00372-00154-000600	A-372 SMITH S. SUR	TRACT 6	100.50	ASHBY VICKI LYNN
215	0011-00108-00061-000200	A-108 CUMMINGS R.G	TRACT 2	320.00	AYCOCK MA JEAN
5953	0011-00108-00061-000100	A-108 CUMMINGS R.G	TRACT 1	220.00	AYCOCK ROBERT & AYCOCK JAMES &
27561	0011-00108-00061-000101	A-108 CUMMINGS R.G	TRACT 1A	100.00	AYCOCK ROBERT D (BOB)
262	0011-00317-00064-000200	A-317 MCMEARY THOS	TRACT 2	326.50	BALDWIN JACK LYELL
1579	0011-00325-00073-000100	A-325 MCKNIGHT WM.	TRACT 1	100.80	BARBARA ANN DRUESDOW
6089	0011-00407-00053-000700	A-407 WILCOX, J. S.	TRACT 7	100.00	BARNEY BRUCE & BRENDA
1468	0011-00368-00118-002800	A-368 SCOTT JAMES	TRACT 28	797.00	BASS LINDA GAIL
4411	0011-00156-00066-000700	A-156 HALL, RICHAR	TRACT 7	662.00	BENNETT PAULA & WILFONG CALVIN
5416	0011-00353-00119-000500	A-353 RITCHE A SU	TRACT 5	240.00	BENNETT PAULA & WILFONG CALVIN
6364	0011-00367-00056-000100	A-367 SHEPPARD, J	TRACT 1	474.00	BENNETT PAULA & WILFONG CALVIN
1196	0011-00372-00154-001300	A-372 SMITH S. SUR	TRACT 13	1142.42	BLANKS DAN H & CHARLOTTE
1200	0011-00090-00000-000200	A-90 CARMEN J.	TRACT 2	537.34	BLANKS DAN H & CHARLOTTE
1201	0011-00339-00000-000100	A-339 PITTS J.G.	TRACT 1	1021.31	BLANKS DAN H & CHARLOTTE
1202	0011-00362-00153-000100	A-362 ROZER J. SU	TRACT 1	697.38	BLANKS DAN H & CHARLOTTE
1203	0011-01101-00020-000100	A-1101 SMITHEE G.H	TRACT 1	5.09	BLANKS DAN H & CHARLOTTE
2091	0011-00351-00109-002200	A-351 ISDRO RAMOS	TRACT 22	246.70	BLANKS TERRY & SUSAN
2764	0011-00153-00001-000100	A-153 GH&H RR. CO.	TRACT 1	184.50	BROCKER WILLIAM F & TOVANA L
2591	0011-00368-00118-000500	A-368 SCOTT JAMES	TRACT 5	801.00	BROWNING JANICE & GENE HESTER
683	0011-00372-00154-000400	A-372 SMITH S. SUR	TRACT 4	100.00	BRUEGGEMAN DANNY & LYNN AND
3827	0011-00892-00004-000100	A-892 WENG W.J. S	BLOCK (GC&SF RR) TRA	131.53	BRUEGGEMAN RICHARD LYNN
7296	0011-00343-00065-000100	A-343 PUNCHARD S.W	TRACT 1	100.00	BRUEGGEMAN RICHARD LYNN
173	0011-00408-00055-000400	A-408 WILLOUGHBY,	SUR #55 TRACT 4	100.00	BURDETT WILLIAM ANTHONY FAMILY
718	0011-00091-00058-000200	A-91 CAMPBELL, J S	TRACT 2	488.00	BURNETT CHARLES
720	0011-00351-00109-000100	A-351 ISDRO RAMOS	SUR #109 TRACT 1	367.50	BURNETT CHARLES
1341	0011-00351-00109-002400	A-351 ISDRO RAMOS	TRACT 24	200.00	CARROLL MARY ELIZABETH
880	0011-00091-00058-000100	A-91 CAMPBELL J SU	TRACT 1	492.00	CHAPMAN RONALD ETAL
981	0011-00385-00060-000200	A-385 TDWELL H. S	TRACT 2	497.64	CHAPMAN RONALD ETAL
8047	0011-00385-00060-000201	A-385 TDWELL H. S	TRACT 2A	1.00	CHAPMAN RONALD ETAL
986	0011-00385-00060-000100	A-385 TDWELL H. S	TRACT 1	311.27	CHAPMAN RONNE JACK & LINDA
37596	0011-00385-00060-000202	A-385 TDWELL H. S	TRACT 2B	1.36	CHAPMAN RONNE JACK & LINDA
601	0011-00408-00055-000100	A-408 WILLOUGHBY,	TRACT 1	160.00	CITY OF HASKELL
1010	0011-00351-00109-000200	A-351 ISDRO RAMOS	TRACT 2	110.00	CITY OF HASKELL
2542	0011-00127-00052-000500	A-127 ELLIS, J.E.	TRACT 5	160.00	COMOLLI KENT ETAL
1186	0011-00090-00000-000100	A-90 CARMEN J.	TRACT 1	1790.00	COODY VICKIE J
1187	0011-00114-00155-000100	A-114 CALLISON S.	TRACT 1	320.00	COODY VICKIE J
1188	0011-00363-00000-000200	A-363 SCOTT J.	TRACT 2	38.00	COODY VICKIE J
1189	0011-00372-00154-001400	A-372 SMITH S. SUR	TRACT 14	1367.00	COODY VICKIE J

Reinvestment Zone 2 of 6 (Parcel Listing)

PARCEL ID	GEO NUMBER	LEGAL1	LEGAL2	ACREAGE	OWNER NAME
1190	0011-00431-00082-000100	A-431 WARFIELD J.	TRACT 1	433.00	COODY VICKIE J
1191	0011-00479-00000-000100	A-479 WILLIAMS W.	TRACT 1	460.00	COODY VICKIE J
1193	0011-00773-00010-000100	A-773 DAY LAND & C	SUR #10 TRACT 1	134.19	COODY VICKIE J
1194	0011-00808-00000-000200	A-808 MESSER A.J.	TRACT 2	92.40	COODY VICKIE J
1195	0011-01040-00009-000200	A-1040 SMITH W. SU	TRACT 2	62.10	COODY VICKIE J
3954	0011-00155-00120-000400	A-155 HUFFMAN JOHN	TRACT 4	99.00	COOKE RHONDA R.
4413	0011-00056-00011-000200	A-56 BBB&C RR. CO.	TRACT 2	138.00	COPPEDGE CONRAD
34351	0011-00351-00109-002500	A-351 ISIDRO RAMOS	TRACT 25	88.00	COTHRON CHARLES STEPHEN
34352	0011-00351-00109-002501	A-351 ISIDRO RAMOS	TRACT 25A	12.00	COTHRON CHARLES STEPHEN
4412	0011-00627-00003-000200	A-627 GC&SF RR. CO	TRACT 2	63.50	COURINGTON DONNA
1307	0011-00127-00052-000100	A-127 ELLIS J ESUR	TRACT 1	244.33	COX JOHN WILLIAM II (BILL)
1308	0011-00373-00033-000100	A-373 SPINKS H SUR	TRACT 1	375.00	COX JOHN WILLIAM II (BILL)
1442	0011-00385-00060-000300	A-385 TOWELL H.	TRACT 3	582.50	DAVIS JOYCE
1450	0011-00051-00027-000100	A-51 BBB&C RR. CO.	TRACT 1	145.00	DAVIS LA PROPERTIES, LP
1451	0011-00837-00029-000100	A-837 BBB&C RR. CO	TRACT 1	154.00	DAVIS LA PROPERTIES, LP
1452	0011-00853-00028-000100	A-853 CAMPBELL D.C	BLOCK (BBB&C RR CO.)	150.00	DAVIS LA PROPERTIES, LP
1453	0011-00992-00006-000100	A-992 WILLIAMS G.B	TRACT 1	280.50	DAVIS LA PROPERTIES, LP
1454	0011-01139-00006-000100	A-1139 REYNOLDS W.	TRACT 1	129.80	DAVIS LA PROPERTIES, LP
377	0011-00351-00109-002000	A-351 ISIDRO RAMOS	TRACT 20	100.00	DAVIS NANCY
5868	0011-00351-00109-002700	A-351 ISIDRO RAMOS	TRACT 27	100.00	DDT TRUST
1270	0011-00353-00119-000300	A-353 RITCHIE A SU	TRACT 3	363.00	DXON JUNE
1271	0011-00712-00000-000200	A-712 PARSONS D.C.	TRACT 2	37.40	DXON JUNE
214	0011-00368-00118-000100	A-368 SCOTT JAMES	TRACT 1	190.00	DXON WENDELL
37558	0011-00302-00068-000602	A-302 KING AMOS SU	TRACT 6	86.00	DRNNON RICKY A & KATHERINE R
1127	0011-00155-00120-001500	A-155 HUFFMAN JOHN	TRACT 15	125.00	DRNNON RICKY A
1575	0011-00302-00068-000601	A-302 KING AMOS SU	TRACT 6A	83.00	DRNNON RICKY A
4538	0011-00302-00068-000500	A-302 KING AMOS SU	TRACT 5	150.00	DRNNON RICKY A
4892	0011-00155-00120-001600	A-155 HUFFMAN JOHN	BLOCK 120 TRACT 16	148.00	DRNNON RICKY A
27440	0011-00155-00120-001201	A-155 HUFFMAN JOHN	TRACT 12A	15.70	DRNNON RICKY A
5576	0011-00351-00109-001900	A-351 ISIDRO RAMOS	TRACT 19	19.27	DUNLAP JAMES E
5577	0011-00351-00109-001901	A-351 ISIDRO RAMOS	TRACT 19A	80.00	DUNLAP JAMES E
1622	0011-00142-00054-000700	A-142 GAWER SUR #	TRACT 7	100.00	DUNNAM JERRY
1707	0011-00627-00003-000300	A-627 GC&SF RR. CO	TRACT 3	47.00	ELMORE MARVIN L
5743	0011-00407-00053-000100	A-407 WILCOX J. S	TRACT 1	95.00	EVERETT PAULA
2384	0011-00737-00000-000100	A-737 LAWRENCE S.W	TRACT 1	150.00	FARMLAND RESERVE INC.
3865	0011-00121-00160-000100	A-121 DUNN W. SUR	TRACT 1	876.80	FARMLAND RESERVE INC.
5821	0011-00055-00009-000100	A-55 BBB&C RR. CO.	TRACT 1	647.10	FARMLAND RESERVE INC.
5822	0011-00057-00013-000100	A-57 BBB&C RR. CO.	TRACT 1	641.00	FARMLAND RESERVE INC.
5824	0011-00059-00025-000100	A-59 BBB&C RR. CO.	TRACT 1	148.40	FARMLAND RESERVE INC.
5825	0011-00060-00023-000100	A-60 BBB&C RR. CO.	TRACT 1	173.80	FARMLAND RESERVE INC.
5832	0011-00513-00008-000100	A-513 NABORS J.W.	BLOCK BBB&C TRACT 1	634.00	FARMLAND RESERVE INC.
5835	0011-00553-00014-000100	A-553 BBB&C RR. CO	TRACT 1	647.40	FARMLAND RESERVE INC.
5836	0011-00577-00012-000100	A-577 BBB&C RR. CO	TRACT 1	583.30	FARMLAND RESERVE INC.
5837	0011-00584-00007-000100	A-584 GANES W. SU	TRACT 1	248.30	FARMLAND RESERVE INC.
5839	0011-00598-00025-000100	A-598 BBB&C RR. CO	TRACT 1	175.30	FARMLAND RESERVE INC.
4906	0011-00395-00069-000200	A-395 THOMAS G.S.	TRACT 2	418.00	FETSCH FARMS LEO & EMMA LLC
30157	0011-00153-00001-000101	A-153 GH&H RR. CO.	TRACT 1A	229.38	FETSCH FARMS LEO & EMMA LLC
2747	0011-00012-00059-000100	A-12 MOSES BUTLER	TRACT 1	742.92	FLAT TOP EIGHT RANCHES
2748	0011-00095-00057-000100	A-95 CASS SUR #57	BLOCK 1 TRACT 1	609.36	FLAT TOP EIGHT RANCHES
2748	0011-00095-00057-000100	A-95 CASS SUR #57	BLOCK 1 TRACT 1	609.36	FLAT TOP EIGHT RANCHES
2749	0011-00127-00052-000400	A-127 ELLIS J.E SU	TRACT 4	132.21	FLAT TOP EIGHT RANCHES
2750	0011-00307-00050-000100	A-307 LANGHAM RICH	TRACT 1	1363.26	FLAT TOP EIGHT RANCHES
2751	0011-00011-00051-000100	A-11 THOS G BOX SU	TRACT 1	3106.68	FLAT TOP EIGHT RANCHES



Reinvestment Zone 3 of 6 (Parcel Listing)

PARCEL ID	GEO NUMBER	LEGAL1	LEGAL2	ACREAGE	OWNER NAME
2752	0011-00012-00059-000101	A-12 MOSES BUTLER	TRACT 1A	740.33	FLAT TOP EIGHT RANCHES
2753	0011-00307-00050-000101	A-307 LANGHAM RICH	TRACT 1A	1019.57	FLAT TOP EIGHT RANCHES
34726	0011-00012-00059-000102	A-12 MOSES BUTLER	TRACT 1B	2.20	FLAT TOP EIGHT RANCHES
2326	0011-00103-00158-000400	A-103 CRAIG H.R. S	TRACT 4	133.00	FOUTS BONNE & HANSARD JILL
5615	0011-00103-00158-000300	A-103 CRAIG H.R. S	TRACT 3	279.00	FOUTS BONNE & HANSARD JILL
1904	0011-00317-00064-000100	A-317 MCMEARY THOS	TRACT 1	326.50	FOUTS JOHN d
1956	0011-00712-00000-000300	A-712 PARSONS D.C.	TRACT 3	22.00	FRIERSON RANDALL & JEFF
32337	0011-00353-00119-000402	A-353 RITCHE A SU	TRACT 4B	172.37	FRIERSON RANDALL & JEFF
2229	0011-00409-00121-000100	A-409 MCHENRY WLB	TRACT 1	995.47	GREEN ELIZABETH PAYTON GRISSOM
2062	0011-00095-00057-000600	A-95 CASS SUR #57	TRACT 6	131.00	GRIFFIN SHELA & BLANKS SUSAN
2063	0011-00127-00052-000200	A-127 ELLIS J.E. S	TRACT 2	160.00	GRIFFIN SHELA & BLANKS SUSAN
2066	0011-00407-00053-000200	A-407 WILCOX J. SU	TRACT 2	159.10	GRIFFIN SHELA & BLANKS SUSAN
2064	0011-00142-00054-000800	A-142 GANER SUR #	TRACT 8	100.00	GRIFFIN SHELA & SUSAN BLANKS
2067	0011-00407-00053-000300	A-407 WILCOX J. S	TRACT 3	136.00	GRIFFIN SHELA & SUSAN BLANKS
2068	0011-00408-00055-000600	A-408 WILLOUGHBY,	TRACT 6	100.00	GRIFFIN SHELA & SUSAN BLANKS
6197	0011-00351-00109-002300	A-351 ISIDRO RAMOS	TRACT 23	231.90	GRIFFIN SHELA & SUSAN BLANKS
6198	0011-00408-00055-000700	A-408 WILLOUGHBY,	TRACT 7	200.00	GRIFFIN SHELA & SUSAN BLANKS
11574	0011-00351-00109-002301	A-351 ISIDRO RAMOS	TRACT 23A	16.60	GRIFFIN SHELA & SUSAN BLANKS
2247	0011-00340-00070-000300	A-340 PAYNE E.D. S	TRACT 3	247.00	GUESS STEVEN L
4085	0011-00408-00055-000300	A-408 WILLOUGHBY,	TRACT 3	239.30	HARTIN MICHAEL
4085	0011-00408-00055-000300	A-408 WILLOUGHBY,	TRACT 3	239.30	HARTIN MICHAEL
2701	0011-00363-00000-000100	A-363 SCOTT J.	TRACT 1	38.30	HARTON ANNE L
2702	0011-00808-00000-000100	A-808 MESSER A.J.	TRACT 1	54.70	HARTON ANNE L
4067	0011-01080-00009-000100	A-1080 PATTERSON J	TRACT 1	234.00	HENDERSON HALE
2523	0011-00095-00057-000601	A-95 CASS SUR #57	TRACT 6A	1.00	HENSHAW R C EST
602	0011-00156-00066-000800	A-156 HALL, RICHAR	TRACT 6	85.00	HIGH DOYLE FAMILY LTD PRTN
3243	0011-00933-00002-000100	A-933 MILLER G.J.	BLOCK (GH&H) TRACT 1	302.00	HOGAN MARGE ETAL
3243	0011-00933-00002-000100	A-933 MILLER G.J.	BLOCK (GH&H) TRACT 1	302.00	HOGAN MARGE ETAL
27988	0011-00933-00002-000101	A-933 MILLER G.J.	BLOCK (GH&H) TRACT 1	1.00	HOGAN MARGE ETAL
481	0011-00351-00109-001800	A-351 ISIDRO RAMOS	TRACT 18	50.00	HOLMAN JOHN ROBERT
2373	0011-00081-00058-000300	A-91 CAMPBELL, J S	TRACT 3	492.70	HOPKINS CARL & DARLENE
2765	0011-00344-00062-000100	A-344 PEVETOE M. S	TRACT 1	175.22	HOWARD FAMILY TRUST
32294	0011-00344-00062-000101	A-344 PEVETOE M. S	TRACT 1A	160.00	HOWARD FAMILY TRUST
32295	0011-00344-00062-000102	A-344 PEVETOE M. S	TRACT 1B	50.00	HOWARD FAMILY TRUST
32299	0011-00344-00062-000103	A-344 PEVETOE M. S	TRACT 1C	50.00	HOWARD FAMILY TRUST
33739	0011-00344-00062-000104	A-344 PEVETOE M. S	TRACT 1D	104.78	HOWARD FAMILY TRUST
34459	0011-00344-00062-000105	A-344 PEVETOE M. S	TRACT 1E	100.00	HOWARD FAMILY TRUST
2775	0011-00372-00154-000500	A-372 SMITH S. SUR	TRACT 5	45.00	HOWARD GAYLE TR KENNETH TR
2776	0011-00633-00010-000100	A-633 HUGHES H.J.	BLOCK (BBB&C RR CO)	155.48	HOWARD GAYLE TR KENNETH TR
2776	0011-00633-00010-000100	A-633 HUGHES H.J.	BLOCK (BBB&C RR CO)	155.48	HOWARD GAYLE TR KENNETH TR
2776	0011-00633-00010-000100	A-633 HUGHES H.J.	BLOCK (BBB&C RR CO)	155.48	HOWARD GAYLE TR KENNETH TR
7059	0011-00577-00012-000201	A-577 BBB&C RR CO	TRACT 2A	0.56	HOWARD GAYLE TR KENNETH TR
5973	0011-00302-00068-000700	A-302 KING AMOS SU	TRACT 7	160.00	ISELL JAMES C
2924	0011-00343-00065-000200	A-343 PUNCHARD S.W	TRACT 2	136.00	JETER JOYCE MRS
3063	0011-00353-00119-000100	A-353 RITCHE A	SUR #119 TRACT 1	143.30	JOSSELET DANNY OR VICKE
3066	0011-00712-00000-000100	A-712 PARSONS DC	SUR # 120 TRACT 1	36.70	JOSSELET DANNY OR VICKE
7283	0011-00155-00120-000500	A-155 HUFFMAN JOHN	TRACT 5	173.68	JOSSELET DANNY OR VICKE
6173	0011-00155-00120-000200	A-155 HUFFMAN JOHN	TRACT 2	176.99	JOSSELET JOHNNY
1258	0011-00353-00119-000200	A-353 RITCHE A SU	TRACT 2	438.83	JOSSELET KYLE ETAL
3060	0011-00155-00120-000600	A-155 HUFFMAN JOHN	TRACT 6	100.00	JOSSELET VAN J
3047	0011-00155-00120-000601	A-155 HUFFMAN JOHN	TRACT 6A	97.88	JOSSELET VAN J.
223	0011-00093-00138-000100	A-93 CASSANOVA SUR	TRACT 1	95.91	JOY DARRELL & BRENDA
34450	0011-00093-00138-000102	A-93 CASSANOVA SUR	TRACT 1B	240.22	JOY DARRELL D



Reinvestment Zone 4 of 6 (Parcel Listing)

PARCEL ID	GEO NUMBER	LEGAL1	LEGAL2	ACREAGE	OWNER NAME
34765	0011-00093-00138-000104	A-93 CASSANOVA SUR	TRACT 1D	300.00	JOY DARRELL D
8503673	0011-00408-00055-000301	A-408 WILLOUGHBY	TRACT 3A	350.30	KING BRUCE & ROCK KING & VERNON
3244	0011-00372-00154-001100	A-372 SMITH S SUR	TRACT 11	276.66	KIRKPATRICK KELLY & REBECCA
3244	0011-00372-00154-001100	A-372 SMITH S SUR	TRACT 11	276.66	KIRKPATRICK KELLY & REBECCA
3208	0011-00103-00158-000200	A-103 CRAIG H.R. S	TRACT 2	67.00	KLOSE EDDIE
3208	0011-00103-00158-000200	A-103 CRAIG H.R. S	TRACT 2	67.00	KLOSE EDDIE
3209	0011-00737-00000-000300	A-737 LAWRENCE S.W	TRACT 3	113.00	KLOSE EDDIE
3210	0011-00103-00158-000100	A-103 CRAIG H.R. S	TRACT 1	133.00	KLOSE JERRY DON
3212	0011-00737-00000-000200	A-737 LAWRENCE S.W	TRACT 2	37.00	KLOSE JERRY DON
3217	0011-00021-00129-000200	A-21 BROOKS GEORGE	TRACT 2	160.00	KLOSE JERRY DON
1087	0011-00311-00078-000100	A-311 LAUGHLIN JOHN	TRACT 1	335.50	LAMPO ANTHONY & ELIZABETH
4447	0011-00170-00079-000200	A-170 HUESER JOHN	TRACT 2	135.50	LAMPO ANTHONY & ELIZABETH
3289	0011-00408-00055-000500	S-408 WILLOUGHBY L	TRACT 5	100.00	LANDESS ESTATE
3369	0011-00302-00068-000401	A-302 KING AMOS S	TRACT 4A	22.65	LARNED SAMMY & GERRE
3505	0011-00305-00136-000300	A-305 KING SAMUEL	TRACT 3	280.00	LILES BLAKE REVOCABLE LIVING TR
2371	0011-00372-00154-000100	A-372 SMITH S. SUR	TRACT 1	21.38	LIVELY MATTHEW EDWARD
5016	0011-00368-00118-002500	A-368 SCOTT JAMES	TRACT 25	473.40	LOST VALLEY ENTERPRISES LLC
202	0011-00095-00057-000300	A-95 CASS SUR #57	TRACT 3	393.00	LYTLE JERRY W
1863	0011-00021-00129-000300	A-21 BROOKS GEORGE	SUR #129 TRACT 3	160.00	MAXSON FAMILY REV LIVING TRUST
4055	0011-00160-00161-000100	A-160 HOLT H. SUR	TRACT 1	441.00	MAXSON FAMILY REV LIVING TRUST
4063	0011-00160-00161-000200	A-160 HOLT H. SUR	TRACT 2	139.70	MAXSON FAMILY REV LIVING TRUST
5435	0011-00395-00069-000100	A-395 THOMAS G.S.	TRACT 1	104.30	MAXSON FAMILY REV LIVING TRUST
5438	0011-00340-00070-000400	A-340 PAYNE E.D. S	TRACT 4	300.00	MAXSON FAMILY REV LIVING TRUST
2422	0011-00737-00000-000401	A-737 LAWRENCE S.W	TRACT 4A	2.00	MCGARY SANDRA & CYNTHIA HUDSON
4811	0011-00103-00158-000800	A-103 CRAIG H.R. S	TRACT 8	180.41	MCGARY SANDRA & CYNTHIA HUDSON
4812	0011-00737-00000-000400	A-737 LAWRENCE S.W	TRACT 4	52.72	MCGARY SANDRA & CYNTHIA HUDSON
3065	0011-00155-00120-000300	A-155 HUFFMAN JOHN	TRACT 3	159.58	MCGUIRE STEVE
3881	0011-00302-00068-000100	A-302 KING AMOS SU	TRACT 1 & 2	583.80	MCGUIRE STEVE
3887	0011-00294-00067-000200	A-294 RWIN CHARLE	TRACT 2	96.50	MCGUIRE STEVE
3887	0011-00294-00067-000200	A-294 RWIN CHARLE	TRACT 2	96.50	MCGUIRE STEVE
4515	0011-00021-00129-000100	A-21 BROOKS GEORGE	TRACT 1	320.00	MCGUIRE STEVE
5775	0011-00294-00067-000500	A-294 RWIN CHARLE	TRACT 5	128.95	MCGUIRE STEVE
30482	0011-00353-00119-000201	A-353 RITCHIE A. SU	TRACT 2A	220.00	MCGUIRE STEVE
918	0011-00368-00118-000400	A-368 SCOTT JAMES	TRACT 4	261.00	MCGUIRE STEVEN BRENT & PHOIAN
4656	0011-00155-00120-001100	A-155 HUFFMAN JOHN	TRACT 11	126.00	MCGUIRE STEVEN BRENT & PHOIAN
4657	0011-00155-00120-001800	A-155 HUFFMAN JOHN	TRACT 18	241.00	MCGUIRE STEVEN BRENT & PHOIAN
5829	0011-00064-00001-000100	A-64 BBB&C RR. CO.	TRACT 1	641.64	MCKNIGHT ROSS
2383	0011-00142-00054-000601	A-142 GAINER SUR #		15.00	MEDFORD DANNY C
1440	0011-00156-00066-000300	A-156 HALL RICHARD	TRACT 3	148.00	MEDFORD JOHNNY ESTATE
3959	0011-00156-00066-000100	A-156 HALL RICHARD	TRACT 1	178.18	MEDFORD JOHNNY ESTATE
3961	0011-00754-00000-000100	A-754 JONES C.W.	TRACT 1	36.30	MEDFORD JOHNNY ESTATE
2110	0011-00103-00158-000600	A-103 CRAIG H.R.	TRACT 6	119.50	MEDFORD KATHRYN
3016	0011-00305-00136-000200	A-305 KING SAMUEL	TRACT 2	280.00	MEGAN FAMILY LP
5970	0011-00155-00120-001200	A-155 HUFFMAN JOHN	TRACT 12	45.50	MILLMAN PATSY TURNBOW
3055	0011-00155-00120-001700	A-155 HUFFMAN JOHN	TRACT 17	177.80	MOBLEY DAVID W & TREVA
5737	0011-00155-00120-001400	A-155 HUFFMAN JOHN	TRACT 14	193.43	MOELLER MOLLE
4127	0011-00103-00158-000500	A-103 CRAIG H.R. S	TRACT 5	139.20	MOELLER ROGER A
4131	0011-00981-00003-000100	A-981 MATHIS J.E.	TRACT 1	186.12	MOELLER ROGER A
4348	0011-00368-00118-000300	A-368 SCOTT JAMES	TRACT 3	160.00	NEWTON FAMILY PARTNERSHIP
2205	0011-00160-00161-000300	A-160 HOLT H. SUR	TRACT 3	391.00	OK GRIFFITH TRUST
1860	0011-00407-00053-000600	A-407 WILCOX, J. S	TRACT 6	151.00	OPITZ LOCHIE BETH FOOTE
3218	0011-00156-00066-000200	A-156 HALL RICHARD	TRACT 2	178.18	OPITZ PAMELA & KING CAMILLE
3219	0011-00160-00161-000400	A-160 HOLT H. SUR	TRACT 4	220.00	OPITZ PAMELA & KING CAMILLE
3221	0011-00754-00000-000200	A-754 JONES C.W.	TRACT 2	36.90	OPITZ PAMELA & KING CAMILLE



Reinvestment Zone 5 of 6 (Parcel Listing)

PARCEL ID	GEO NUMBER	LEGAL1	LEGAL2	ACREAGE	OWNER NAME
36814	0011-00372-00154-000601A	A-372 SMITH S. SU	TRACT 6A	100.00	OSBORN MARY JO
4496	0011-00407-00053-000400	A-407 WILCOX J. SU	TRACT 4	130.00	VERTON RAY JR
4608	0011-00056-00011-000300	A-56 BBB&C RR. CO.	TRACT 3	138.80	PAYNE CLAUDE
25552	0011-00577-00012-000200	A-577 BBB&C RR. CO	TRACT 2	38.20	PAYNE CLAUDE
4123	0011-00103-00158-001000	A-103 CRAIG H.R. S	TRACT 10	107.00	PAYNE JANICE
4124	0011-00737-00000-000600	A-737 LAWRENCE S.W	TRACT 6	11.50	PAYNE JANICE
4125	0011-00372-00154-000200	A-372 SMITH S. SUR	TRACT 2	200.00	PAYNE JANICE
4347	0011-00343-00065-000300	A-343 PUNCHARD S.W	TRACT 3	202.00	PEARCE JAMES ANDREW
4616	0011-00372-00154-000102	A-372 SMITH S. SUR	TRACT 1B	7.30	PEISER WILLIE MRS (ERNA) ESTATE
4617	0011-00103-00158-000900	A-103 CRAIG H.R. S	TRACT 9	67.64	PEISER WILLIE MRS (ERNA) ESTATE
4618	0011-00737-00000-000500	A-737 LAWRENCE S.W	TRACT 5	52.90	PEISER WILLIE MRS (ERNA) ESTATE
6943	0011-00103-00158-001100	A-103 CRAIG H.R. S	TRACT 11	114.58	PEISER WILLIE MRS (ERNA) ESTATE
1583	0011-00351-00109-002100	A-351 ISIRO RAMOS	TRACT 21	100.00	PERRY WILLIAM MATTHEW
6096	0011-00368-00118-000200	A-368 SCOTT JAMES	TRACT 2	196.20	ROBERTSON JEFF & STACI
6575	0011-00372-00154-000900	A-372 SMITH S. SUR	TRACT 9	100.00	RODEN LUCILLE Z & A L RODEN JR
5897	0011-00407-00053-000800	A-407 WILCOX J. SU	TRACT 8	170.00	ROGERS JACKIE & SAMMIE UTLEY
5899	0011-00127-00052-000600	A-127 ELLIS J E SU	TRACT 6	144.00	ROGERS JACKIE & SAMMIE UTLEY
5900	0011-00407-00053-000500	A-407 WILCOX J. SU	TRACT 5	170.00	ROGERS JACKIE & SAMMIE UTLEY
5062	0011-00095-00057-000500	A-95 CASS SUR #57		115.00	ROSE FAMILY TRUST
7472	0011-00142-00054-000800	A-142 GANER SUR #	TRACT 6	304.99	RUSSELL JULIA ETAL
225	0011-00154-00000-000100	A-154 HAGGARD NOWE	TRACT 1	739.00	SANDERS DORIS WNONA
226	0011-00372-00154-001200	A-372 SMITH S. SUR	TRACT 12	324.59	SANDERS DORIS WNONA
34091	0011-00473-00000-000101	A-473 MILLER L	TRACT 1A	160.00	SANDERS DORIS WNONA
5088	0011-00294-00067-000300	A-294 IRWIN CHARLE	SUR #67 TRACT 3	32.14	SCHONERSTEDT KATHRYN ANN
32443	0011-00367-00056-000201	A-367 SHEPPARD, J	TRACT 2A	367.40	SEAY BRADLEY A HERITAGE TRUST
8505434	0011-00367-00056-000200A	A-367 SHEPPARD, J	TRACT 2	629.60	SEAY BRADLEY A HERITAGE TRUST
5340	0011-00854-00030-000100	A-854 CAMPBELL D.	BLOCK BBB&C RR CO TR	159.00	SLOAN SAM ROSS II ESTATE
5342	0011-00992-00006-000200	A-992 WILLIAMS G.B	TRACT 2	250.00	SLOAN SAM ROSS II ESTATE
5343	0011-01139-00006-000200	A-1139 REYNOLDS W.	TRACT 2	91.00	SLOAN SAM ROSS II ESTATE
5377	0011-00095-00057-000200	A-95 CASS SUR #57		100.00	SMITH THOMAS & KREUPELING E
5378	0011-00095-00057-000400	A-95 CASS SUR #57		123.00	SMITH THOMAS & KREUPELING E
6433	0011-00156-00066-000401	A-156 HALL RICHARD	TRACT 4A	1.50	STEELEY JASON
4797	0011-00056-00011-000100	A-56 BBB&C RR. CO.	TRACT 1	198.02	STEINFATH FARMS LLC - SERIES ON
4798	0011-00855-00026-000200	A-855 CAMPBELL D.C	BLOCK (BBB&C RR CO.)	70.00	STEINFATH FARMS LLC - SERIES ON
7060	0011-00577-00012-000300	A-577 BBB&C RR. CO	TRACT 3	23.00	STEINFATH FARMS LLC - SERIES ON
5499	0011-00059-00025-000200	A-59 BBB&C RR. CO.	TRACT 2	27.39	STEINFATH LENA
5500	0011-00855-00026-000100	A-855 CAMPBELL D.C	BLOCK (BBB&C RR CO.)	70.00	STEINFATH LENA
2319	0011-00343-00065-000400	A-343 PUNCHARD S.W	TRACT 4	100.00	TEXAS SCOTTISH RITE HOSPITAL
2320	0011-00425-00063-000100	A-425 WADSWORTH W.	TRACT 1	640.00	TEXAS SCOTTISH RITE HOSPITAL
2321	0011-00294-00067-000700	A-294 IRWIN CHARLE	TRACT 7	399.40	TEXAS SCOTTISH RITE HOSPITAL
7503	0011-00343-00065-000500	A-343 PUNCHARD S.W	TRACT 5	102.50	TEXAS SCOTTISH RITE HOSPITAL
5769	0011-00170-00079-000100	A-170 HUESER JOHN	TRACT 1	200.00	THOMAS BILL R
7298	0011-00302-00068-000800	A-302 KING AMOS SU	TRACT 8	160.00	THOMAS BILL R
4130	0011-00103-00158-000700	A-103 CRAIG H.R. S	TRACT 7	119.50	TIBBELS LORI RENEE
5864	0011-00372-00154-000501	A-372 SMITH S. SUR	TRACT 5A	2.00	TIDROW MILTON O (JACK)
3308	0011-00127-00052-000300	A-127 ELLIS, J E S	TRACT 3	328.60	VAUGHN GATHIEL E TRUST
32335	0011-00351-00109-001501	A-351 ISIRO RAMOS	TRACT 15A	47.50	WALL JOHN L
6239	0011-01015-00002-000100	A-1015 SMITH L.V.	BLOCK (GH&H) TRACT 1	320.00	WEISE TIM ETAL
6239	0011-01015-00002-000100	A-1015 SMITH L.V.	BLOCK (GH&H) TRACT 1	320.00	WEISE TIM ETAL
3220	0011-00351-00109-001700	A-351 ISIRO RAMOS	TRACT 17	50.00	WEISE TIM
6241	0011-00372-00154-000700	A-372 SMITH S. SUR	TRACT 7	149.84	WEISE WILTON W JR
690	0011-00294-00067-000400	A-294 IRWIN CHARLE	TRACT 4	384.88	WHEATLEY JOE
7994	0011-00294-00067-000601	A-294 IRWIN CHARLE	TRACT 6A	1.00	WHEATLEY JOE
5884	0011-00302-00068-000400	A-302 KING AMOS SU	TRACT 4	101.04	WHEATLEY JOHNNY



Reinvestment Zone 6 of 6 (Parcel Listing)

PARCEL ID	GEO NUMBER	LEGAL1	LEGAL2	ACREAGE	OWNER NAME
6288	0011-00294-00067-000100	A-294 IRWIN CHARLE	TRACT 1	200.00	WHEATLEY JOHNNY
6289	0011-00294-00067-000301	A-294 IRWIN CHARLE	TRACT 3A	21.40	WHEATLEY JOHNNY
6290	0011-00294-00067-000600	A-294 IRWIN CHARLE	TRACT 6	258.80	WHEATLEY JOHNNY
6291	0011-00302-00068-000300	A-302 KING AMOS SU	TRACT 3	200.00	WHEATLEY JOHNNY
6294	0011-00021-00129-000400	A-21 BROOKS GEORGE	TRACT 4	320.00	WHEATLEY JOHNNY
1861	0011-00408-00055-000200	A-408 WILLOUGHBY	TRACT 2	210.80	WILHITE STEVEN L & CATHERNE
6479	0011-00372-00154-001000	A-372 SMITH S. SUR	TRACT 10	226.50	WITTENBORN GERTRUDE
6479	0011-00372-00154-001000	A-372 SMITH S. SUR	TRACT 10	226.50	WITTENBORN GERTRUDE
32353	0011-00372-00154-000101	A-372 SMITH S. SUR	TRACT 1A	45.58	WITTENBORN GERTRUDE
32353	0011-00372-00154-000101	A-372 SMITH S. SUR	TRACT 1A	45.58	WITTENBORN GERTRUDE
5786	0011-00155-00120-001300	A-155 HUFFMAN JOHN	SUR #120 TRACT 13	200.00	WOLLARD SUZANNE & DEBBIE SCHEFF
5788	0011-00155-00120-000100	A-155 HUFFMAN JOHN	SUR #120 TRACT 1	300.00	WOLLARD SUZANNE & DEBBIE SCHEFF
2722	0011-00016-00157-000100	A-16 BROWN BENJAMI	TRACT 1	1373.00	WOODWARD ALMEDA
2723	0011-00133-00159-000100	A-133 FISHER H. SU	TRACT 1	1388.00	WOODWARD ALMEDA
224	0011-00153-00001-000200	A-153 GH&H RR. CO.	TRACT 2	52.13	WORTHAM STEVEN COREY
34449	0011-00154-00000-000102	A-154 HAGGARD NOWE	TRACT 1B	100.00	WORTHAM STEVEN COREY
34573	0011-00154-00000-000103	A-154 HAGGARD NOWE	TRACT 1C	100.00	WORTHAM STEVEN COREY
34574	0011-00093-00138-000103	A-93 CASSANOVA SUR	TRACT 1C	88.00	WORTHAM STEVEN COREY
35647	0011-00093-00138-000105	A-93 CASSANOVA SUR	TRACT 1E	63.87	WORTHAM STEVEN COREY
8503658	0011-00153-00001-000102	A-153 GH&H RR. CO.	TRACT 1B	8.17	WORTHAM STEVEN COREY
1865	0011-00156-00066-000400	A-156 HALL RICHARD	TRACT 4	75.00	YAGER FRANCES
1866	0011-00627-00003-000100	A-627 GC&SF RR. CO	TRACT 1	31.66	YAGER FRANCES



EXHIBIT "B"

