

TAX ABATEMENT AGREEMENT
Between
POLK COUNTY, TEXAS and
LONE SPUR SOLAR ENERGY LLC

This Tax Abatement Agreement (this "Agreement") is entered into by and between Polk County, Texas (the "County") duly acting herein by and through its County Judge, and Lone Spur Solar Energy LLC (together with its successors and assigns, "Owner") effective as of September 28, 2021, and is as follows:

Recitals:

- A. The County has indicated its election to be eligible to participate in tax abatements in a resolution dated November 24, 2021 . The Commissioners Court of Polk County, Texas, by Order dated September 28, 2021, designated the Polk County Reinvestment Zone-Lone Spur for commercial-industrial tax abatement (the "Reinvestment Zone"); the Reinvestment Zone is described in the Order and Exhibits attached hereto; and
- B. Owner proposes certain improvements generally described as infrastructure with nameplate capacity necessary to generate and transmit approximately 105 megawatts (MW) of electricity related to a solar powered electric generation facility (the "Project"), which will include solar powered electric generation facility infrastructure improvements that will be located on land within the Reinvestment Zone, such improvements in Polk County and the Reinvestment Zone 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, based on the evidence and testimony presented to it, that the Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Agreement and the terms of this Agreement: (i) are consistent with the requirements of the Act and the Guidelines and Criteria for Granting Tax Abatement and Reinvestment Zones adopted by the County on November 24, 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 which was properly posted thirty (30) days in advance

in compliance with Tex. Tax Code sec. 312.207 and 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. Owner anticipates that it will construct the Improvements within the Reinvestment Zone. Owner 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. Owner projects that construction of the Improvements will begin in 2023 and will be substantially completed by December 31, 2024. If Owner has not substantially completed construction of the Improvements by December 31, 2024, this Agreement shall terminate and no abatement will be granted and neither party shall owe any obligation to the other hereunder; provided however (i) that pursuant to Section 9.7 hereof, the December 31, 2024 deadline shall, upon notification by Lone Spur Solar Energy LLC, and documentation of the nature of the delay, be extended an extension of the December 31, 2024 deadline by the number of days during which an event of Force Majeure occurs after the effective date of this Agreement; and in addition (ii) that Owner may, in writing, request a one-time, one-year extension of such December 31, 2021 deadline (or as such deadline may have been extended by an event of Force Majeure) in the event of permitting delays, equipment shortages, construction delays or other events or circumstances impacting construction that are beyond its reasonable control. The County shall not unreasonably withhold, condition or delay its consent to any such extension. For purposes hereof, the term “substantially completed construction of the Improvements” means that at least 75 MW Capacity (defined below) of the Improvements must be installed and capable of producing electricity.

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 Owner’s detailed application for abatement which is attached to this Agreement identifying the improvements that are to be installed in the County. 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 tangible personal property as provided in Chapter 1 of the Texas Tax Code, and (iv) it must be constructed or placed in the Reinvestment Zone 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 substantially in accordance with plans and specifications (as the same may be amended, modified or changed by change orders from time to

time, 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. Owner shall take such steps as are reasonably necessary to see that all work on the Improvements is completed in a good and workmanlike manner. The County shall have the right to 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 100% of all categories of *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 (“COD”) of the Improvements, as the term COD is customarily used in the solar energy industry, or (b) January 1 of the calendar year identified in a Notice of Abatement Commencement (as defined below) delivered by Owner (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 Section 2.2, “Notice of Abatement Commencement” means a notice that Owner may, in its sole discretion, deliver to the County stating Owner’s desire to commence the Abatement Period prior to January 1 of the first calendar year after COD. If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement: “Owner elects for the abatement period to begin on January 1, 202__”; the date stated in the Notice of Abatement Commencement shall be the Commencement Date. Owner shall deliver the Notice of Abatement Commencement not later than the December 31 that immediately precedes the January 1 Commencement Date. Regardless of whether or not Owner delivers a Notice of Abatement Commencement, Owner 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, Owner 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, Owner agrees to timely perform all covenants undertaken by Owner pursuant to the terms of this Agreement including the making of an annual payment in lieu of taxes (the “Annual PILOT”) to the County for each year during the Abatement Period. During each year of the Abatement Period, the County will abate 100% of all categories of county *ad valorem* taxes. At the conclusion of the Abatement Period, the Improvements shall be taxed at the Certified

Appraised Value of the Improvements and Facilities each year thereafter for the remaining life of the Project.

(a) Due Date. The Annual PILOT required by this Agreement must be paid to the County Treasurer not later than December 1 of the year for which abatement is granted. By way of illustration only, if the Commencement Date is January 1, 2025, then the Annual PILOT for the first year of the Abatement Period must be paid not later than December 1, 2005.

(b) Calculation of the Annual PILOT. Owner agrees to pay to the County as the Annual PILOT the sum of \$784.00 multiplied by the minimum installed capacity of 75 MW in Polk County, or \$58,800.00. Owner further agrees that for each additional megawatt above the minimum capacity stated herein, the Owner will pay the County an Annual PILOT of \$784.00 per MW over and above the stated annual payment set forth in this section.

(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 County, 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 Owner shall prepare and file with the Commissioners Court a sworn statement of the Capacity of the Improvements not later than January 31 of each year during the Abatement Period. If a dispute arises between the County and the Owner as to the Capacity of the Improvements and (i) the Polk 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, subject to and without waiver of any rights provided to Owner by applicable law to appeal such determination, the determination of the Appraisal District shall be binding upon the parties or (ii) if the Appraisal District has made no determination as to the Capacity, the parties, in the absence of an agreement on the dispute, may seek a declaratory judgment on the matter pursuant to Chapter 37 of the Texas Civil Practice and Remedies Code.

(d) Annual PILOT in Lieu of Taxes. The parties agree that each Annual PILOT will be in lieu of any *ad valorem* property taxes which would otherwise be owed by Owner to the County (including Maintenance & Operations (M&O), Interest and Sinking funds (I&S), and Lateral Road, Farm-to-Market, Road and Bridge, or other special County tax authorized by the Texas Constitution and in effect in Polk County during the term of this Agreement) for any year during the Abatement Period with respect to the Improvements and Facilities.

2.4. Conditions to Tax Abatement. The tax abatement granted by this Agreement is expressly conditioned upon the following conditions which must be satisfied throughout the entire term of this Agreement and with which Owner agrees to comply with at all times, subject, however, to the notice and cure rights of Owner set forth in Article 5 hereof:

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

(b) Operations. Owner's operation of the Facilities in accordance with this Agreement.

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

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

(e) Payment of Taxes. The payment by Owner and all Subsidiaries of Owner (as defined in Section 7.1), 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) Continued Operations following Abatement. Owner agrees to continue routine commercial operation of the Facilities, including all outages for repair, maintenance, and refurbishment, for a period of fifteen (15) years after 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. Nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to the end of such fifteen (15) 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.

ARTICLE 3. COVENANTS APPLICABLE TO CONSTRUCTION AND OPERATIONS AFTER CONSTRUCTION

3.1. Job Creation. Owner agrees to provide and maintain during the Abatement Period, not fewer than One (1) new full-time job in connection with the operation of the Project either through direct employment by Owner or through employment by an Affiliate or Subsidiary of Owner, or by contractors or service providers engaged to provide goods or services in connection with the construction of the Improvements and thereafter in the course of operating the Facilities. Owner's obligation to create One (1) new full-time job related to the Project does not represent a commitment by Owner that any or all of the One (1) new full-time job will be filled by residents of the County. Owner shall include in the Annual Certification confirmation of compliance with this section.

However, in order to incentivize local residency, Owner agrees to offer as an incentive to any employee assigned to a non-construction position to operate and maintain the panels located in Polk County who resides outside of Polk County as an incentive to relocate to Polk County a

payment of up to \$7,500 to move to and continuously reside in Polk County for at least two years. Owner shall include in the Annual Certification confirmation of compliance with this section.

3.2. Road Repair. Owner and its contractors and service providers shall have the right to use County roads designated by Owner pursuant to a separate Road Use Agreement during the construction of the Project.

3.3. Insurance. Owner 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 companies authorized to conduct business in the State of Texas:

(a) Commercial general liability covering liability arising out of premises, operations, bodily injury, property damage, products and completed operations and liability under an insured contract (contractual liability) 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) Business automobile liability coverage for all owned, non-owned, leased and hired automobiles with limits of not less than \$2,000,000 combined single limit, per occurrence, for bodily injury and property damage.

Owner shall provide certificates of insurance evidencing the above required coverages on an annual basis throughout the term of this Agreement.

3.4. [Reserved]

3.5. [Reserved]

3.6. [Reserved]

3.7 Local Spending. Owner agrees it will use commercially reasonable efforts to utilize qualified contractors and vendors located in the County for the construction of the Improvements and the operation and maintenance of the Facilities, subject to and in compliance with Owner's internal procurement policies and procedures. However, Owner will not be required to use goods and services provided by local contractors or vendors where such local goods or services are not comparable in quality to those provided by nonresidents or where such goods and services are not available on terms and conditions (including price and bonding capacity) comparable to those offered by nonresidents. Owner agrees to designate a coordinator of local services who will act as a liaison between Owner and 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, Owner agrees to do the following:

(1) Not later than one month prior to the start of construction of the Improvements, Owner will hold a job fair within thirty miles of the Reinvestment Zone advertising construction

employment positions and soliciting those persons or firms that are interested in selling goods or providing services with respect to the construction of the Improvements. No later than two weeks prior to the job fair, Owner shall publish a notice in the 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. Owner will compile and maintain, throughout the construction process, a list of local prospective employees, vendors, contractors and service providers interested in participating in the construction process.

(2) Not later than one month prior to filling the first full-time position (excepting internal transfer and promotions) for the on-site operation of the Facilities, Owner shall publish notice of the position in the local newspaper describing the position(s) and the procedure for application. Any position requiring more than 35 hours per week shall be considered full time.

3.8. Inspections.

(a) Right to Inspect, Obtain Information. Subject to the further provisions of this Section 3.8, 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 the Plans and Specifications and conditions of 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 Owner pursuant to the terms of this Agreement, (iv) to determine the Capacity, (v) to obtain, or verify, information reasonably necessary to ascertain the Certified Appraised Value 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 Owner with at least two (2) business days advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted at a mutually agreed time and date and 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 with one or more representatives of Owner and in accordance with all applicable governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents or employees of the County or the Appraisal District. Nothing herein shall be construed to limit or diminish the authority of the County or the Appraisal District to conduct inspections or obtain information under applicable law.

3.9. Annual Certification. On or before May 1 of each calendar year that this Agreement is in effect Owner shall certify to the County its compliance with all material provisions of this Agreement, as contained in sections 2.2, 2.3(c), 3.1, 3.9, and 3.13 of this Agreement. This annual certification (the "Annual Certification") shall contain a statement, sworn to by an individual who is an authorized officer of Owner, stating that Owner is in compliance with the material terms of this Agreement.

3.10. Determination of Value. The parties recognize that to the extent required by 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, and the Chief Appraiser shall then record both values in the appraisal records. The Certified Appraised 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, Owner shall each year furnish the Chief Appraiser of the Appraisal District with such information as is required by applicable law (including a rendition filed under Chapter 22 of the Texas Tax Code and an application for exemption filed under Section 11.28 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement. The Appraisal District will determine the values required herein in any manner permitted by applicable law, but without limitation of Owner's rights in Section 3.11 hereinbelow.

3.11. Owner's Right of Protest. Nothing in this Agreement shall limit Owner's right to protest and contest any appraisal or assessment of the Facilities in accordance with applicable law. The values finally determined in proceedings relative to any such protest or contest by Owner will be Certified Appraised Values of the Facilities for purposes of this Agreement and will not affect the amount of the PILOT payable by Owner under this Agreement. Owner shall cooperate with the Chief Appraiser for the Polk County Appraisal District to facilitate each annual appraisal, including production of documentation to support all claimed valuations, exemptions, or exclusions relevant to the annual appraisal.

3.12. 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, consent to inclusion of another matter not to be unreasonably withheld. A party shall not unreasonably withhold its consent to a request for an estoppel certificate. A party shall provide within fourteen (14) days of receiving a request an estoppel certificate or an explanation of why the party is not willing to provide the certificate.

3.13. Use of Improvements. The Improvements shall be used solely for the generation and distribution of electricity using solar powered panels 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.

3.14. Damage or Destruction of Improvements. The damage to, or destruction of, the Improvements, or any portion thereof, shall not relieve Owner from the duty to pay the Annual PILOTs specified in Section 2.3(b) above.

3.15. Criteria for Insurance, Bonding Companies. The insurance policies required by Section 3.3 shall be issued by insurance carriers authorized to conduct business in the State of Texas and rated (i) "A-" or better by A.M. Best, or (ii) rated "A" or better by S&P Global ratings, or (iii) having an equivalent rating by another nationally recognized insurance rating agency, or (iv) such other insurance carriers of recognized responsibility, which, solely in the case of insurance carriers described in this clause (iv), shall be subject to any required consent, which consent shall not be unreasonably withheld or delayed. Any bonds required or permitted under this Agreement shall be issued by companies authorized to conduct business in the State of Texas and rated "A-" or above by A.M. Best.

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

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

(1) That Owner 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.

(2) That Owner is not in default in the payment of any taxes owing to the federal, state or any local governmental units within the County. The Owner shall certify to this fact in the annual certification.

(3) That the officer of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized to perform all covenants undertaken by Owner pursuant to this Agreement.

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

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

ARTICLE 5. DEFAULT; REMEDIES

5.1. Default In Constructing Improvements. If Owner fails to complete the Improvements in the manner, and within the time period stated in this Agreement, and Owner's failure to comply with those provisions of this Agreement are not cured following notice to Owner pursuant to Section 5.3 below, Owner shall be in default under the terms of this Agreement. In the event of a default in the construction of the Improvements the County may terminate or cancel this Agreement and thereafter neither party shall have any further liability to the other hereunder.

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

- (1) The Facilities are not operated in accordance with the material terms of this Agreement for the period of time required by this Agreement;
- (2) Owner fails to timely pay any amounts owing to County pursuant to this Agreement, including any *ad valorem* taxes owed to the County or any other taxing unit within the County, or fails to timely and properly follow applicable procedures for protest or contest of any such *ad valorem* taxes; or
- (3) Owner fails to timely perform any material covenant, condition or agreement it has undertaken pursuant to the terms of this Agreement;
- (4) Any representation made by Owner in Section 4.2 of this Agreement is materially untrue as of the Effective Date; or
- (5) Owner 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 Owner written notice specifying the default.

- (1) Monetary Defaults. If the event of default relates to the payment of money, Owner shall cure such default within 90 days of the date of the notice from the County.
- (2) Non-Monetary Defaults. If the event of default is based upon an event other than a default in the payment of money, Owner shall cure such default within sixty (60) days of the date of the notice of default by the County. This cure period shall be extended such additional time period as the documentation demonstrates is reasonably necessary to cure the default provided that Owner has commenced the cure and is diligently proceeding with

such cure, but not longer than 90 days without the approval of the County, which approval shall not be unreasonably withheld, conditioned or delayed.

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

If an event of default occurring during the Abatement Period is not cured in accordance with Section 5.3 above, then the County may by written notice terminate this Agreement and require Owner to make a recapture payment within sixty (60) days of such notice of termination that shall be equal to all *ad valorem* taxes abated pursuant to the terms of this Agreement to the date of any default minus a credit to Owner for the sum of the Annual PILOTs paid to the date of the default. The County shall have a lien securing such recapture payment amount which shall be equivalent to a tax lien created pursuant to TEX. TAX CODE §32.01. This lien shall attach to the Improvements 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 5.5 below.

5.5. Mortgagee Protection. Notwithstanding any other provision hereof, County agrees that Owner may, without any further consent from the County, mortgage, pledge, or otherwise encumber its interest in the Improvements and Facilities and Owner's 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 (a "Financing"). Any Mortgagee shall be entitled to receive the same written notice of any default as County is required to provide Owner 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 Owner. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

5.6. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, TERMINATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE), RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN THIS AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR AND ONLY

UNDER THE CIRCUMSTANCES DEFINED HEREIN, ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO MAKE THE SPECIFIED IMPROVEMENTS OR TAKE OTHER ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS SECTION ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

ARTICLE 6. ASSIGNMENT

6.1. Assignment. So long as no default exists and is continuing at the time of the proposed assignment and Owner provides the information required under Section 6.2 hereinbelow, and subject to the restrictions set forth in Section 6.5, Owner may, with the consent of the County, assign, in whole or in part, any of its rights or obligations under the terms of this Agreement or in the Improvements, Leases or the Facilities. Consent of the County may only be withheld under those circumstances described in Section 6.3 below. After an assignment that is completed in accordance with the requirements of this Agreement, Owner 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. Notwithstanding the foregoing, (i) an assignment of this Agreement pursuant to Section 5.6, including in connection with the foreclosure of the lien of any Mortgagee securing any Financing or conveyance in lieu thereof, shall not require the consent of the County; and (ii) an assignment of this Agreement in whole or part by Owner to an Affiliate of Owner in connection with the transfer by Owner of Improvements or Facilities to such Affiliate shall not require the consent of the County, provided that Owner shall provide written notice of such assignment to the County, and Owner and such Affiliate shall comply with Section 6.4(1) hereof.

6.2. Information on Assignee to be Provided to County; Timing of Consent. In the event Owner proposes to assign all or any portion of its interest in the Facilities in a transaction that requires the County's consent, Owner agrees to provide the County the Background Information (as defined in Section 7.2) on the proposed assignee. Owner agrees to reimburse the County, up to a maximum of \$10,000 for any expenses incurred by the County in obtaining or analyzing any of the Background Information.

6.3. County May Withhold Consent. The County may withhold its consent to a proposed assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the Agreement and pay the *ad valorem* tax assessments from Polk 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 solar 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 Owner 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 Owner 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 withholds consent, it shall provide the reasons it is doing so in the written decision. If Owner disagrees with the County's denial of consent, within thirty (30) days following Owner's written request the Parties shall submit the consent issue to binding arbitration by an arbitrator acceptable to both parties. If the parties cannot agree on an arbitrator, the American Arbitration Association ("AAA") shall appoint an arbitrator and preside over the arbitration pursuant to AAA's commercial arbitration rules then in effect. Unless otherwise agreed in writing by the parties, the venue for such arbitration shall be at a location within the County.

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

- (1) The execution and delivery to the County of an addendum to this Agreement, in a form substantially similar to this Agreement, wherein: (i) in the case of a partial assignment, it is executed by the Owner and the assignee and provides that each of them assume and agree to timely discharge all covenants and obligations under the terms of this Agreement, and (ii) in the case of a full assignment, it is executed by the assignee and provides that assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement;
- (2) Proof reasonably acceptable to the County (which may be in the form of an opinion of legal counsel) that the assignee is authorized to sign the addendum and perform the covenants and obligations thereby undertaken;
- (3) Payment, by the Owner or assignee, of all reasonable expenses 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 up to a maximum of \$10,000. Such payment shall be in addition to any payment by Owner of expenses referred to in Section 6.2 above in an amount not to exceed \$10,000.
- (4) The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and
- (5) Proof that the proposed assignee has obtained or will obtain the insurance coverage required by this Agreement.

6.5. Sale or Transfer to Non-taxable Entity.

(a) If, during the Abatement Period or the period of time during which Owner is required to maintain continued operations pursuant to Section 2.4(f) above, the Owner proposes a Transfer to a Non-taxable Entity, Owner shall pay to the County an amount equal to: (i) for the five tax years preceding the year in which the Transfer to a Non-taxable Entity occur, all *ad valorem* taxes abated under the terms of this Agreement but giving credit to Owner 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 Transfer to a Non-taxable Entity is made, even though such taxes may not yet be billed or finally assessed. Such payment shall be made prior to or on the effective date of any such assignment to a Non-taxable Entity.

(b) Any Transfer to a Non-taxable Entity by Owner without compliance with Section 6.5(a) above shall be considered a default under the terms of this Agreement without the requirement of any notice by the County to Owner 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 6.5(a) 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.

(d) If Owner Transfers to a Non-taxable Entity only a portion of the Improvements or Facilities, then this Section 6.5, including any recapture obligation, shall apply pro rata only to those Improvements or Facilities that are Transferred to a Non-taxable Entity, and the Agreement will remain in effect with respect to any Improvements or Facilities not Transferred to a Non-taxable Entity, subject to a pro rata reduction in the Annual PILOT to reflect the Capacity retained by Owner.

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 Owner" shall mean a person who controls, is controlled by, or under common control with another person, where a person shall be deemed to control another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person through an ownership interest; and "Subsidiary" or "Subsidiary of Owner" 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 a proposed assignee or partial assignee and any specific Affiliate or Affiliates of a proposed assignee or partial

assignee identified by the County and reasonably pertinent to the County's consent under Section 6.3 hereof:

- (1) its legal name or identity;
- (2) the address of its local office in the County, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office;
- (3) 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);
- (4) all public filings made in the year of the proposed assignment and the preceding two years with the Securities and Exchange Commission of the United States or with the agency of any state regulating securities transactions, if any; and
- (5) a report from an independent financial rating firm selected by the County, such as Dunn and Bradstreet or Moody's, if such report exists.

7.3. "Certified Appraised Value" shall mean the appraised value of property that is subject to property taxation under the Texas Tax Code determined and certified by the Chief Appraiser of the Polk 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 Application, used by Owner in connection with its solar power electric generation operations in the Reinvestment Zone and shall include any property added to the Improvements because of repairs, retrofitting, or additional improvements during the term of this Agreement.

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. Owner, at its election, may send written notice to the County with the name and notice information for any Mortgagee.

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:

Polk County, Texas
Attn: County Judge
Polk County Courthouse
101 W. Church St. St.
Livingston, Texas 77351

If to the Owner:

Lone Spur Solar Energy LLC
One South Wacker, Suite 1800
Chicago, IL 60622

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 court of competent jurisdiction in Polk County, Texas, or in a United States District Court of Texas having Polk County within its original jurisdiction. Venue may not be assigned or transferred elsewhere.

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 A thru E, attached hereto and which are incorporated herein by reference, collectively constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning

with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.

9.4. 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. Employment of Undocumented Workers. During the term of this Agreement, Owner agrees not to knowingly employ any undocumented workers as defined in Section 2264.001 of the Texas Government Code. If Owner is convicted after exhaustion of all rights of appeal of a violation under 8 U.S.C. §1324a(f), Owner shall repay the amount of the abatements and any other funds received by the Company from the County as of the date of such violation, minus any Annual PILOT payments made by Owner, not later than one hundred and twenty (120) days after the date Owner is notified by the County of a violation of this section, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the County) as its prime or base commercial lending rate. The payment of interest shall be as if it had been accruing from the dates the abatements were granted to Owner and the dates the Annual PILOTs were paid by Owner until the date the amount due is repaid to the County.

9.6. Owner 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 Owner's joinder or intervention in such litigation.

9.7. Force Majeure. If Owner's performance of any obligation or obligations under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner, then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. Notwithstanding 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 Owner include, without limitation:

- (1) Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, and labor disputes or strikes;
- (2) The current coronavirus pandemic or governmental actions, governmental shut-downs, travel restrictions, quarantines, or business closings stemming therefrom;

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

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

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

Any party claiming delay due to an event of Force Majeure must provide written notice to the other party promptly upon learning of such event, and in such notice must provide a reasonable description of the event of Force Majeure, the date of commencement of the event of Force Majeure, and the nature of the delay anticipated to be incurred as a result thereof. The party claiming Force Majeure must also provide written notice to the other party of the cessation of the event of Force Majeure, including a reasonable description of the resolution of the event of Force Majeure and the date on which the Force Majeure was resolved.

9.8. 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.

9.9. Recording of Agreement. The parties agree to execute this Agreement in recordable form and that a duplicate of this Agreement shall be entered in the Official Minutes of the Commissioners Court of Polk County, Texas.

9.10. 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.

9.11. 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.

9.12. 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.

9.13. Indemnity. Owner 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 Owner's alleged breach of this Agreement. Owner 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. Owner 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 Owner under the first sentence of this Section, whether by adjudication in court or alternative dispute resolution procedures, provided that Owner shall not be responsible for reimbursement of County for any matter that the County agrees to settle without the approval of Owner.

9.14. Expenses of Negotiation and Compliance. Owner 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 attorney fees incurred during the negotiation and preparation of this Agreement. Payment is to be made within 30 days of receipt by Company of invoice from Polk County, with supporting documentation sufficient to enable the Owner to verify such expenses. Notwithstanding anything in this paragraph, the maximum reimbursement to be paid by Owner under this section is \$10,000.00.

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

Attachments:

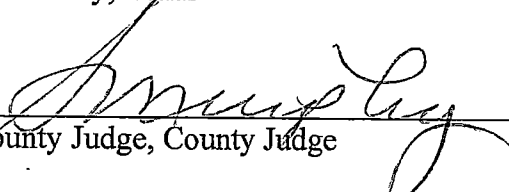
Exhibit A: Project Description
Exhibit B: Project Map
Exhibit C: Property Description
Exhibit D: Reinvestment Zone Resolution

ATTEST:

COUNTY:

Polk County, Texas

County Clerk

By: 
County Judge, County Judge

OWNER:

Lone Spur Solar Energy LLC
Legal Entity Classification

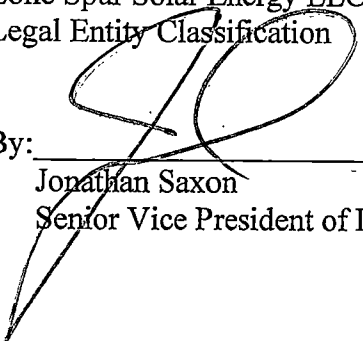
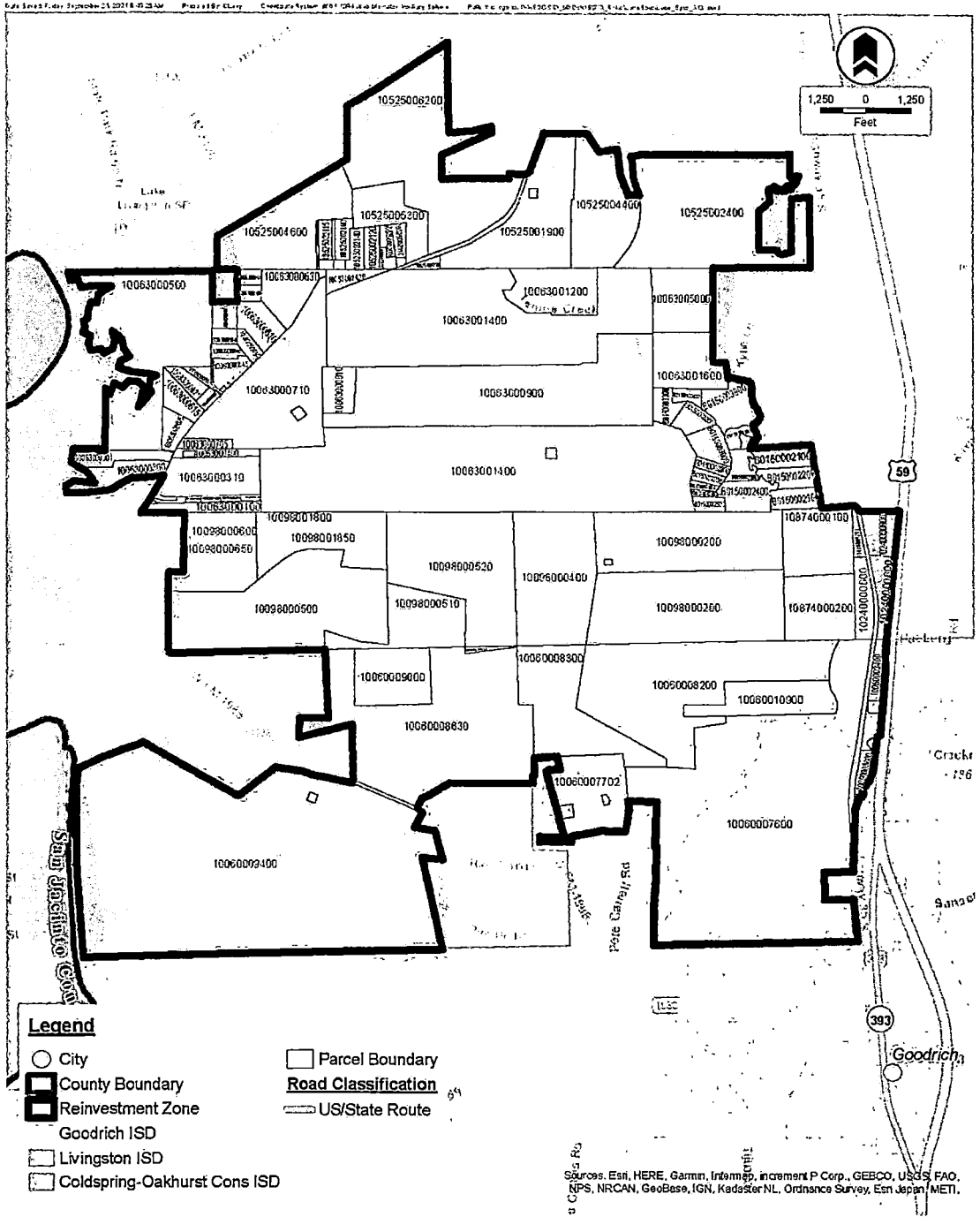
By: 
Jonathan Saxon
Senior Vice President of Development

Exhibit A

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Polk County 312 Reinvestment Zone – Lone Spur Solar Energy LLC

Polk County, Texas

September 24, 2021

Invenergy

Exhibit B

Owner	Parcel #	Acreage
WILLIS BROTHERS LTD PARTNERSHIP	10063000900	250.757
CHARLES R ZIPPERER SR	B0150003200	11.43
ANDREW JACKSON & ALBERTA HOWARD	B0150003400	5.66
CLYDE C & LINDA K ADAMS	B0150003300	11.433
WILLIS BROTHERS LTD PARTNERSHIP	10063000810	20
R L (NUNNY) & PATRICIA SANDERS	10063001600	48.626
WILLIS BROTHERS LTD PARTNERSHIP	10525007200	9
MIKE R PARKER	10063001200	48.09
ELISABETH A COCHRAN HUGHES	10063000710	154.436
RODNEY & BRENDA SMITH	10063005000	50
MIKE R PARKER	10525001900	124.05
WAYNE REED JR & SHERRY BAKER	10098000520	166.3
WAYNE REED JR & SHERRY BAKER	10060008626	3.3
ODETTE MCMURREY MACE	10098001850	94.43
JAMES D MCMURREY JR	10098000600	75
MICHAEL R PARKER TRUST	10525004400	87.32
ELISABETH A COCHRAN HUGHES	10063000700	1.56
SAID DIRI & LATIFA ELMHARZI	B0150003000	15
DEBRA NELSON	B0150002400	6.27
GREGORY & INEZ DUNKER	B0150003900	25
JAMES PAUL LAURENT	10060009500	1
WILLIS BROTHERS LTD PARTNERSHIP	10060008200	292
WILLIS BROTHERS LTD PARTNERSHIP	10874000200	62
ROBERT J & PEGGY RANDOLPH	10060007700	0.5
JAMES PAUL LAURENT	10060009400	800.24
WAYNE REED JR & SHERRY BAKER	10060009000	57.11
WAYNE REED JR & SHERRY BAKER	10060008630	290.13
WAYNE REED JR & SHERRY BAKER	10060008300	109.65
ROBERT J & PEGGY RANDOLPH	10060007702	70.162
WILLIS BROTHERS LTD PARTNERSHIP	10060010900	67.12
GEMINI77 LAND LLC	10060007600	591.06
WILLIS BROTHERS LTD PARTNERSHIP	10098000200	396
WAYNE REED JR & SHERRY BAKER	10098000510	62.87
ROBERT C WILLIS	10098000300	0.5
DEBRA NELSON	B0150002400	5
DEBRA NELSON	B0150002400	18.77
WAYNE REED JR & SHERRY BAKER	10098000400	135.01
PATSY SICINSKI	10874000100	59.561
WRIGHT BAKER	10098000500	212.59
ALLEN NELSON	B0150002300	13.18
MARY L CORIA	10063001805	1.608
ALVO WOODS	10063002005	1.608
EVELYN REESE	10063002100	1.608
BILLY T PAGE	B0150002605	2.5
ODETTE MCMURREY MACE	10098000650	75
HOWARD JR & MARIE T DANIEL	10063000100	10.9

Owner	Parcel #	Acreage
PATRICIA SCHUENEMAN DAVIS	B0150002600	2.5
JAMES D MCMURREY	10098001800	94.43
DEBRA NELSON	B0150002400	13.61
DEBRA NELSON	B0150002400	16.78
DEBRA NELSON	B0150002400	5
DOYLE & MICHELE FENLEY TRUSTEES OF THE DOYLE FENLEY & MICHELE FENLEY	B0150002800	5
WILLIS BROTHERS LTD PARTNERSHIP	10063001400	739.333
CHARLES D MCMURREY	10063000310	48.837
JOSE T REYNOSO	B0150002000	9.27
CLAUDE G & FRANCES HUGHES	10063000400	8.307
WILLIS BROTHERS LTD PARTNERSHIP	10063001410	1.42
JOHNNY & ELLEN VINCENT	10060003800	7.1
SHILOH RIDGE WATER SUPPLY CORP	10060007720	2.373
JOHN LARRY PETERS	10525003500	1.3
STATE OF TEXAS	10063000500	278.03
JOHN LARRY PETERS	10525002115	6.5
JOHN LARRY PETERS	10525002130	1.711
TRUMAN WAYNE PETERS	10525002100	8.211
5M FARMS FAMILY LIMITED PARTNERSHIP	10525006200	221.51
HENRY & CAROLYN ISBELL	10063000600	4.6169
RONALD & DEBRA MCCLAIN	10525004600	101.09
MURPHY CHILDREN TRUST	10525002400	222
JAMES A & JOYCE S WEAVER	10525005300	40.86
DEE & KATHY FERIS	10063000620	3.919
REBA A SIMMONS	10525002105	1
CHRISTINA & DARIN PETERS	10525002200	5
LAKE LIVINGSTON BOAT & RV STORAGE LLC	10063000615	14
TERRY & VICKIE FREEMAN	10063000630	30
DANNY & YVONNE GLOVER	10063000610	18.3
DANNY & YVONNE GLOVER	10063000645	11.051
DANNY & YVONNE GLOVER	10063000646	5.969
HENRY & CAROLYN ISBELL	10063000621	8.4231
FRANKIE J JR & VICKEY GENNUSO	10063000647	0.2841
DANNY & YVONNE GLOVER	10063000651	5.06
DANNY & YVONNE GLOVER	10063000650	6.11
STEVE & MILLS RHETTA BESIER	10063000611	5
DANNY & YVONNE GLOVER	10063000613	10.144
PAN AMERICAN PROPERTIES LLC	10063001420	10.667
STEVE & MILLS RHETTA BESIER	10063000655	5
JOHN LARRY PETERS	10525003600	1.5
JOHN LARRY PETERS	10525004610	1.31
GUADALUPE VILLASENOR	10240000600	33.622
JAMES M MCMURREY	10063000301	14.7941
CHARLES RANDY PETERS	10525002140	8.211
JASON ARCE	10525002120	8.211

Owner	Parcel #	Acreage
CHRISTINA & DARIN PETERS	10525002150	3.211
PATSY SICINSKI	10240000810	5.411
THRESSA F MORGAN	10063001905	0.311
DOUGLAS LEE RANDOLPH ESTATE	10063001700	1.608
THRESSA F MORGAN	10063001900	1.297
CHARLES SPARKS	10063000625	11.091
CLAUDE G & FRANCES HUGHES	10063000410	1
ADN INC	10063000300	23.498
CLAUDE & JUNE HUGHES	10063000705	6.72
ALLEN & MICHELLE POTTER	10060003500	2
ALLEN & MICHELLE POTTER	10060003400	17.928
PATSY SICINSKI	10240000800	22.135
ROGER RANDOLPH	10063003300	1.35
MIKE R PARKER	10525002000	1
		6691.2632

Project Description

The Project will be capable of generating approximately 105 MW (ac) and will be sited on up to approximately 1,200 acres. See attached map showing the project area. The Project was selected as a candidate for development based on the favorable solar data and nearby access to the electric grid.

The facility may include eligible ancillary and necessary equipment, including the following improvements:

- approximately 225,000 – 325,000 solar modules/panels
- 20 – 40 inverters
- metal mounting system with tracking capabilities
- battery or battery system
- underground conduit
- communications cables and electric system wiring
- combiner boxes
- a project substation including breakers
- a transformer and meters
- overhead transmission lines
- control house
- an operations and maintenance facility
- fencing for safety and security
- telephone and internet communication system
- meteorological equipment to measure solar irradiation and weather conditions.

Exhibit D

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

**ORDER CREATING POLK COUNTY
REINVESTMENT ZONE-LONE SPUR**

WHEREAS, on the September 28, 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 Polk County Reinvestment Zone-Lone Spur said description being included within an Application for Tax Abatement by Lone Spur Solar Energy LLC, said application being incorporated herein by reference.

The Application, including maps and property descriptions contained within the Application attached to this Order are intended to more fully and accurately describe the geographic region included within the Reinvestment Zone to be known as Polk County Reinvestment Zone -Lone Spur.

WHEREAS, prior to the creation of the County Nemmers Name. the Commissioners court made a determination that the application filed by Lone Spur Solar Energy LLC meets the applicable guidelines and criteria adopted by the Commissioners Court, and that a tax abatement agreement between the County and Lone Spur Solar Energy LLC, would be in compliance with the established guidelines and criteria for tax abatement, and


WHEREAS, the Commissioners Court did conduct a public hearing, after due notice, as required by law, prior to the creation of a reinvestment zone, 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 Polk County, Texas, and would contribute to the economic development of the County,

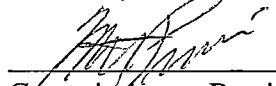
THEREFORE, PREMISES CONSIDERED, the Commissioners Court of Polk County, Texas does hereby create the Polk County Reinvestment Zone-Lone Spur as described more fully in the attachments to this Order, which are incorporated herein by reference and are to be filed in the minutes of the Commissioners Court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

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

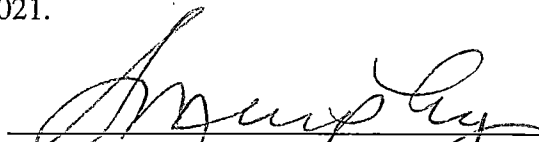
Dated: Adopted on September 28, 2021.



Commissioner, Precinct 1



Commissioner, Precinct 3



County Judge, Polk County, Texas



Commissioner, Precinct 2

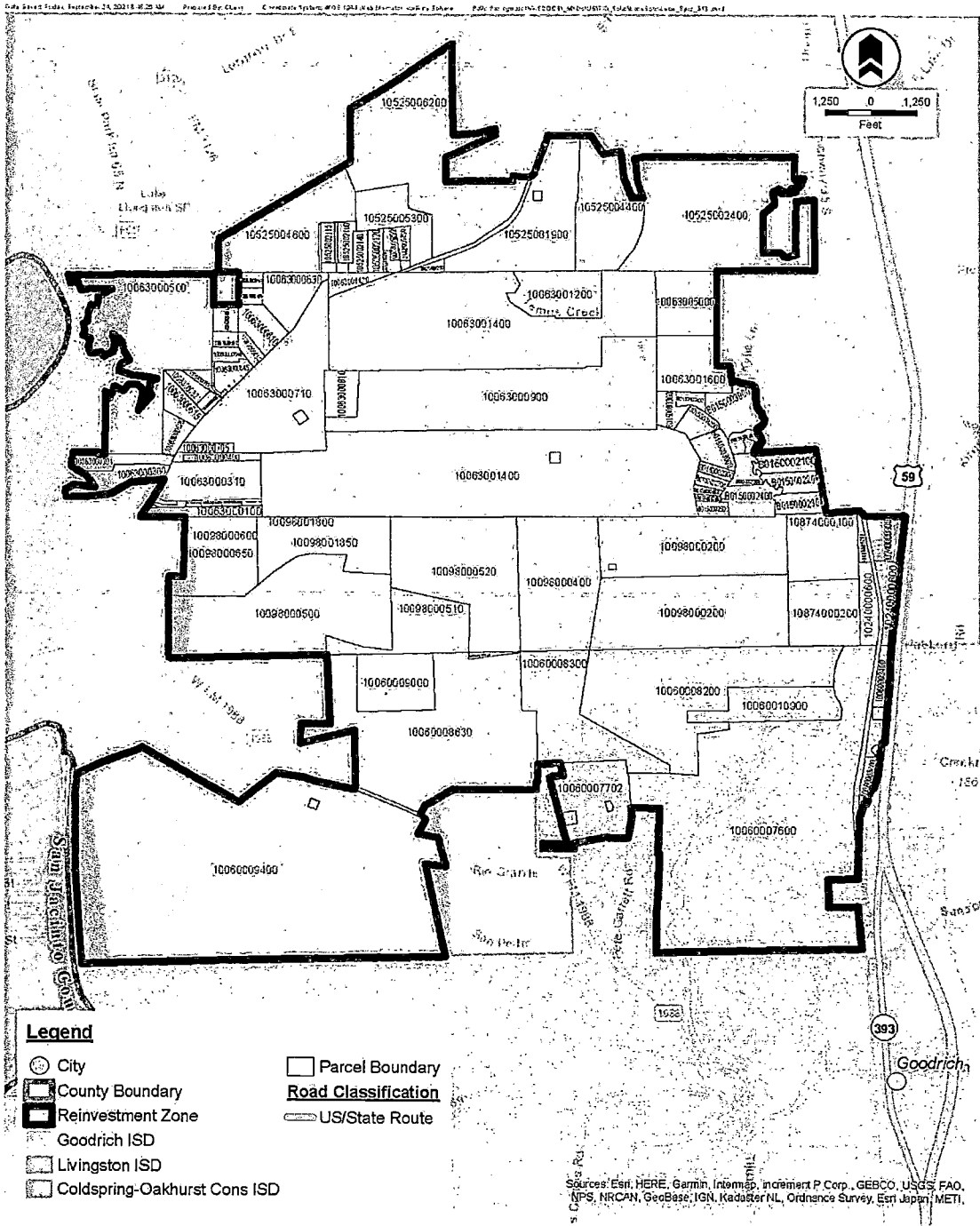


Commissioner, Precinct 4

Attest:

County Clerk, Polk County, Texas

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Polk County 312 Reinvestment Zone – Lone Spur Solar Energy LLC

Polk County, Texas

September 24, 2021

Invenergy

Owner	Parcel #	Acreage
WILLIS BROTHERS LTD PARTNERSHIP	10063000900	250.757
CHARLES R ZIPPERER SR	B0150003200	11.43
ANDREW JACKSON & ALBERTA HOWARD	B0150003400	5.66
CLYDE C & LINDA K ADAMS	B0150003300	11.433
WILLIS BROTHERS LTD PARTNERSHIP	10063000810	20
R L (NUNNY) & PATRICIA SANDERS	10063001600	48.626
WILLIS BROTHERS LTD PARTNERSHIP	10525007200	9
MIKE R PARKER	10063001200	48.09
ELISABETH A COCHRAN HUGHES	10063000710	154.436
RODNEY & BRENDA SMITH	10063005000	50
MIKE R PARKER	10525001900	124.05
WAYNE REED JR & SHERRY BAKER	10098000520	166.3
WAYNE REED JR & SHERRY BAKER	10060008626	3.3
ODETTE MCMURREY MACE	10098001850	94.43
JAMES D MCMURREY JR	10098000600	75
MICHAEL R PARKER TRUST	10525004400	87.32
ELISABETH A COCHRAN HUGHES	10063000700	1.56
SAID DIRI & LATIFA ELMHARZI	B0150003000	15
DEBRA NELSON	B0150002400	6.27
GREGORY & INEZ DUNKER	B0150003900	25
JAMES PAUL LAURENT	10060009500	1
WILLIS BROTHERS LTD PARTNERSHIP	10060008200	292
WILLIS BROTHERS LTD PARTNERSHIP	10874000200	62
ROBERT J & PEGGY RANDOLPH	10060007700	0.5
JAMES PAUL LAURENT	10060009400	800.24
WAYNE REED JR & SHERRY BAKER	10060009000	57.11
WAYNE REED JR & SHERRY BAKER	10060008630	290.13
WAYNE REED JR & SHERRY BAKER	10060008300	109.65
ROBERT J & PEGGY RANDOLPH	10060007702	70.162
WILLIS BROTHERS LTD PARTNERSHIP	10060010900	67.12
GEMINI77 LAND LLC	10060007600	591.06
WILLIS BROTHERS LTD PARTNERSHIP	10098000200	396
WAYNE REED JR & SHERRY BAKER	10098000510	62.87
ROBERT C WILLIS	10098000300	0.5
DEBRA NELSON	B0150002400	5
DEBRA NELSON	B0150002400	18.77
WAYNE REED JR & SHERRY BAKER	10098000400	135.01
PATSY SICINSKI	10874000100	59.561
WRIGHT BAKER	10098000500	212.59
ALLEN NELSON	B0150002300	13.18
MARY L CORIA	10063001805	1.608
ALVO WOODS	10063002005	1.608
EVELYN REESE	10063002100	1.608
BILLY T PAGE	B0150002605	2.5
ODETTE MCMURREY MACE	10098000650	75
HOWARD JR & MARIE T DANIEL	10063000100	10.9

Owner	Parcel #	Acreage
PATRICIA SCHUENEMAN DAVIS	B0150002600	2.5
JAMES D MCMURREY	10098001800	94.43
DEBRA NELSON	B0150002400	13.61
DEBRA NELSON	B0150002400	16.78
DEBRA NELSON	B0150002400	5
DOYLE & MICHELE FENLEY TRUSTEES OF THE DOYLE FENLEY & MICHELE FENLEY	B0150002800	5
WILLIS BROTHERS LTD PARTNERSHIP	10063001400	739.333
CHARLES D. MCMURREY	10063000310	48.837
JOSE T REYNOSO	B0150002000	9.27
CLAUDE G & FRANCES HUGHES	10063000400	8.307
WILLIS BROTHERS LTD PARTNERSHIP	10063001410	1.42
JOHNNY & ELLEN VINCENT	10060003800	7.1
SHILOH RIDGE WATER SUPPLY CORP	10060007720	2.373
JOHN LARRY PETERS	10525003500	1.3
STATE OF TEXAS	10063000500	278.03
JOHN LARRY PETERS	10525002115	6.5
JOHN LARRY PETERS	10525002130	1.711
TRUMAN WAYNE PETERS	10525002100	8.211
5M FARMS FAMILY LIMITED PARTNERSHIP	10525006200	221.51
HENRY & CAROLYN ISBELL	10063000600	4.6169
RONALD & DEBRA MCCLAIN	10525004600	101.09
MURPHY CHILDREN TRUST	10525002400	222
JAMES A & JOYCE S WEAVER	10525005300	40.86
DEE & KATHY FERIS	10063000620	3.919
REBA A SIMMONS	10525002105	1
CHRISTINA & DARIN PETERS	10525002200	5
LAKE LIVINGSTON BOAT & RV STORAGE LLC	10063000615	14
TERRY & VICKIE FREEMAN	10063000630	30
DANNY & YVONNE GLOVER	10063000610	18.3
DANNY & YVONNE GLOVER	10063000645	11.051
DANNY & YVONNE GLOVER	10063000646	5.969
HENRY & CAROLYN ISBELL	10063000621	8.4231
FRANKIE J JR & VICKEY GENNUSO	10063000647	0.2841
DANNY & YVONNE GLOVER	10063000651	5.06
DANNY & YVONNE GLOVER	10063000650	6.11
STEVE & MILLS RHETTA BESIER	10063000611	5
DANNY & YVONNE GLOVER	10063000613	10.144
PAN AMERICAN PROPERTIES LLC	10063001420	10.667
STEVE & MILLS RHETTA BESIER	10063000655	5
JOHN LARRY PETERS	10525003600	1.5
JOHN LARRY PETERS	10525004610	1.31
GUADALUPE VILLASENOR	10240000600	33.622
JAMES M MCMURREY	10063000301	14.7941
CHARLES RANDY PETERS	10525002140	8.211
JASON ARCE	10525002120	8.211

Owner	Parcel #	Acreage
CHRISTINA & DARIN PETERS	10525002150	3.211
PATSY SICINSKI	10240000810	5.411
THRESSA F MORGAN	10063001905	0.311
DOUGLAS LEE RANDOLPH ESTATE	10063001700	1.608
THRESSA F MORGAN	10063001900	1.297
CHARLES SPARKS	10063000625	11.091
CLAUDE G & FRANCES HUGHES	10063000410	1
ADN INC	10063000300	23.498
CLAUDE & JUNE HUGHES	10063000705	6.72
ALLEN & MICHELLE POTTER	10060003500	2
ALLEN & MICHELLE POTTER	10060003400	17.928
PATSY SICINSKI	10240000800	22.135
ROGER RANDOLPH	10063003300	1.35
MIKE R PARKER	10525002000	1
		6691.2632

ADDENDUM TO TAX ABATEMENT AGREEMENT

ADDENDUM TO ADDRESS INCONSISTENCIES BETWEEN POLK COUNTY TAX ABATEMENT GUIDELINES AND TAX ABATEMENT AGREEMENT WITH LONE SPUR SOLAR ENERGY LLC

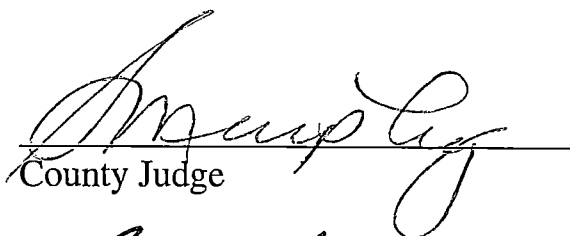
Pursuant to §312.002 (d), Texas Property Tax Code, the Commissioners Court is not limited in the exercise of its discretion to enter into a specific tax abatement agreement that may depart from particular provisions of any previously adopted guidelines and criteria by the governing body having jurisdiction over the property included within a reinvestment zone.

To the extent that any particular provision of the previously adopted guidelines and criteria adopted by the Polk County Commissioners Court may conflict with specific terms of the foregoing Tax Abatement Agreement, the Tax Abatement Agreement shall control. Specifically, the requirements of Section 6(i)(1) of the Polk County Guidelines and Criteria for Tax Abatement is hereby waived.

Date: September 28, 2021



Precinct 1 Commissioner



County Judge



Precinct 2 Commissioner



Precinct 3 Commissioner



Precinct 4 Commissioner

Attest: _____
County Clerk, Polk County, Texas

Invenergy

Jonathan Saxon
Senior Vice President of Development
Lone Spur Solar Energy LLC

One South Wacker, Suite 1800
Chicago, IL 60606

September 24, 2021

Honorable Sydney Murphy
Polk County Judge
101 W. Church, Ste 300
Livingston, TX 77351

RE: Lone Spur Solar Energy LLC Job Requirements Waiver Request

Dear Judge Murphy,

Please consider this letter to be Lone Spur Solar Energy LLC's formal request to waive the minimum new job creation requirement, as provided under Polk County Guidelines and Criteria for Tax Abatement Section 6(i)(1).

Solar energy projects create a large number of full-time jobs during the construction phase, but these jobs are temporary by nature. Once the project is in operation, a small crew of full-time employees will maintain and operate the facility. Based upon our experience in the solar industry, we have determined that an appropriate industry standard for full-time operations of a solar energy facility is one (1) employee for projects up to 250 MW of solar capacity. Based on this industry standard, we expect that one (1) employee would be needed to operate a 105 MW facility, and we can commit to creating one (1) full-time position to fill those needs. The newly created position will be a qualifying job as described in Section 313.021(3) of the Texas Tax Code.

The applicant requests that the Commissioners Court make such a finding and waive the job creation requirement. This waiver request is in line with the industry standards for the job requirements for a solar facility of this size, as evidenced by limitation agreement applications that have been filed by other solar developers, and by documentation related to the development and operation of solar generation facilities.

The project stands to provide significant benefits to the community with respect to increased tax base and the ongoing royalty payments it will make to local landowners

Respectfully,

Lone Spur Solar Energy LLC

By: _____

Jonathan Saxon, Senior Vice President of Development