

**TAX ABATEMENT AGREEMENT BETWEEN HASKELL COUNTY  
AND INERTIA SOLAR PROJECT, LLC**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HASKELL     §

KNOW ALL MEN BY THESE PRESENTS:

THIS TAX ABATEMENT AGREEMENT (the "Agreement") is made and entered into by and between HASKELL COUNTY, TEXAS, (the "County"), Inertia Solar Project, LLC., (the "Project Entity"), effective as of December 12, 2023 (the "Effective Date") and is as follows:

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

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

WHEREAS, on June 27, 2023, the Commissioners Court of Haskell County, Texas, pursuant to Chapter 312, Texas Tax Code, designated certain property located in Haskell County, Texas as the Inertia Solar Project Reinvestment Zone (the "Reinvestment Zone"); and

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

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

WHEREAS, the Project Entity contemplates that, from time to time during the Term of this Agreement (as defined herein), certain financial and other interests in portions of the Project or of the Project Entity may be transferred to lenders or investors for financing purposes (each an "Investor Group"); and

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

1. Authorization and Assignment.

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

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

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

(b) "Reinvestment Zone" shall mean that certain area qualifying for tax abatement designated by the Commissioner's Court on June 27, 2023, as the Inertia Solar Project Reinvestment Zone pursuant to Guidelines and Criteria adopted by Haskell County.

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

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

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



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

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

(h) "Certificate" means a letter, provided by the Project Entity to the County Judge of Haskell County, certifying that the Project has achieved Commercial Operations and outlining the Improvements included in the Project, and stipulating the overall Nameplate Capacity of the Project (measured in AC). At any time before or after receipt of the Certificate, the County may inspect the Property within the Reinvestment Zone in accordance with Section 10(a) of this Agreement to determine the status of the Improvements. If the Certificate indicates that certain ancillary facilities not required for Commercial Operations are still under construction on the date that the Certificate is delivered, Project Entity will deliver an amended Certificate to the County within thirty (30) days after all Project construction is complete.

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

(j) "Commercial Operations" means that the Project has become commercially operational and placed into service for the purpose of generating electricity for sale on one or more commercial markets.

(k) "Nameplate Capacity" means the generating capacity of the Project in megawatts under standard test conditions as designated by the manufacturer(s) of the solar panels to be constructed as Improvements.

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

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

5. Construction of the Improvements. Project Entity will commence construction of the Project on or before July 1, 2025, and achieve Commercial Operations on or before December 31, 2026. Project Entity shall have the one-time right to extend the deadlines for either or both construction commencement or Commercial Operations by one (1) year by giving written notice of such extension to the County Judge of Haskell County, Texas. Commencing construction means any activity at the Property related to construction of Improvements and includes without limitation moving construction equipment (including road graders, bulldozers, or other road construction equipment) onto the Property and beginning to clear roads or perform dirt work.

6. Job Creation. The Project Entity agrees to create for periods after commencement of Commercial Operations at least one (1) permanent full time jobs at the Project and make reasonable efforts to employ persons who are residents of Haskell County, Texas in such jobs; provided, however, that the Project Entity shall not be required to employ Haskell County residents who are not (i) equally or more qualified than nonresident applicants; (ii) available for employment on terms and/or salaries comparable to those required by nonresident applicants or (iii) able to become qualified with 72 hours of training. In the event a Haskell County resident could become qualified with a maximum of 72 hours of training, the Project Entity shall provide for such training. Each person employed in such jobs shall perform a portion of their work in Haskell County, Texas.

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

8. Tax Abatement.

(a) Provided that Project Entity and constructs Improvements within the areas comprising the Reinvestment Zone having a minimum electrical generation capacity of at least Two Hundred (200) Megawatts (AC) and, except for events of Force Majeure, continuously operates the same within the Term of this Agreement, there shall be granted and allowed hereunder to Project Entity by the County Authorities a 100% property tax abatement for the Maintenance and Operation category of ad valorem taxes assessed by the County on the taxable Improvements constructed, expanded, located, or acquired hereunder in the Reinvestment Zone, commencing on January 1 of the next tax year after the date that the County Judge of Haskell County receives the Certificate. The Project Owner may instead elect for the first tax year of abatement to be the tax year during which it anticipates it will deliver the Certificate by delivering written notice of such election to the County Judge of Haskell



County no later than December 31 preceding that first year of abatement. A payment in lieu of taxes (PILOT) shall be made according to Section 8(b).

(b) Provided that Project Entity constructs solar Project Improvements within the Reinvestment Zone with a minimum Nameplate Capacity of at least Two Hundred (200) Megawatts (AC), for each of the years 1 through 10, beginning with the first year of the abatement period, the Project Entity agrees to pay in lieu of the Maintenance and Operation category of County property taxes, annually an amount equal to the product of \$1,300.00 multiplied by the total number of megawatts of nameplate capacity (measured in AC) of the solar panels installed by the Project Entity in Haskell County, but in no event less than 200 megawatts. Each such payment shall be due by January 31 of the year following the tax year with respect to which the payment is made.

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

(d) Project Entity agrees that the Improvements, once constructed, shall remain in place and operational, to the extent commercially reasonable, and subject to shutdown periods for equipment repair, replacement, repowering, or other commercially reasonable purposes, until at least twenty (20) years after the date the Certificate for the Project is delivered by Project Entity, provided that nothing herein prevents Project Entity from replacing Improvements within the Reinvestment Zone prior to that date, and provided that this provision shall not require the Improvements to generate any minimum amount of electricity. If the Project Entity removes rather than replaces some but not all Improvements, the Project Entity's removal shall not be deemed a default under this Agreement if the Project Entity pays to the County as liquidated damages for such removal, within thirty (30) days after demand by the County, all taxes for such removed Improvements that the Project Entity would have paid to the County through the date of such removal without benefit of a tax abatement, reduced by any payments in lieu of tax attributable to the Nameplate Capacity of such removed Improvements, with interest at the statutory rate under the Texas Tax Code but without penalty.

## 9. Representations.

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

(b) The County Authorities represent that the Reinvestment Zone (1) has been created in accordance with Chapter 312 of the TEXAS TAX CODE and the Guidelines and Criteria, as both exist on the effective date of this Agreement; (2) the Property located in the Reinvestment Zone is within the legal boundaries of the County; and (3) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

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

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

10. Administrative.

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

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

(c) The Chief Appraiser of the Haskell County Appraisal District annually shall determine (i) the Certified Appraised Value of the Property and the Improvements and (ii) the taxable value, pursuant to the terms of abatement under this Agreement, of the Property and Improvements. The Chief Appraiser shall record both the abated taxable value and the Certified Appraised Value in the appraisal records. The Certified Appraised Value listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. During the ten-year abatement period of this Agreement, each year, Project Entity shall furnish the Chief Appraiser with such information outlined in Chapter 22, TEXAS TAX CODE, as may be necessary for the administration of the abatement specified herein. Nothing



in this Agreement shall limit the Project Entity's right to protest and contest any appraisal or assessment of the Improvements in accordance with applicable law, and the Certified Appraised Value and taxable value of Improvements shall be the values established by a final determination of any valuation protest or appeal by the Project Entity.

11. Assuring Open Access to Transmission Infrastructure.

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

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

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

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

## 12. Default.

(a) The County Authorities may declare a default hereunder if Project Entity (1) in the absence of a Force Majeure, fails, refuses, or neglects to comply with any of the material terms, conditions, or representations of this Agreement and fails to cure during the cure period described herein; or (2) allows ad valorem taxes owed to the County Authorities or any other taxing jurisdiction in Haskell County to become delinquent and fails either to cure during the cure period or to timely and properly follow the legal procedures for their protest or contest. The County shall notify Project Entity and any member of the Investor Group for which Project Entity has provided notice information of any default in writing in the manner prescribed herein. All contact information for purposes of a notice of default shall be provided to the County Judge. The notice shall specify the basis for the declaration of default, and Project Entity shall have the periods of time specified in Paragraph 12(c) to cure any default. Any member of the Investor Group for which the County has notice shall have the right to cure any defect, including any defect caused by an assignee or contractor of such Investor Group member, during the same cure periods provided for Project Entity under this Agreement. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

### NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND, MAY RESULT IN RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

(b) Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty business days after the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all reasonable actions within its power to remove the basis for nonperformance (including securing alternative supply sources) and after doing so shall resume performance as soon as possible. The settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected party, and the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or differences by acceding to the demands of the opposing party in such strike, lockout or difference when such course is inadvisable in the reasonably exercised discretion of the affected party.



(c) If the County Authorities declare a default of this Agreement, this Agreement shall terminate (after notice and opportunity to cure as provided for herein), and the County Authorities, in such event, shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement. The County Authorities shall notify Project Entity of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and Project Entity shall have sixty (60) days from the date of such notice to cure any default; provided, however, where fulfillment of any obligation requires more than sixty (60) days, performance shall be commenced within sixty (60) days after the receipt of notice, and such performance shall be diligently continued until the default is cured; provided, however, that if such default is not cured within one hundred and fifty (150) days from the date of notice of default from the County Authorities, the failure to cure such default shall constitute a default hereunder; provided that Project Entity may seek judicial relief to determine whether an alleged default has occurred or whether a cure has been sufficient, and no termination of this Agreement shall occur during the pendency of such a judicial proceeding. If the default cannot be cured, or if Project Entity fails to cure within the period herein specified, Project Entity shall be liable for and will pay to the County Authorities within sixty (60) days following the termination of this Agreement (1) the amount of all property taxes abated under this Agreement *less* all payments in lieu of taxes actually paid by Project Entity, (2) interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes, and (3) penalties on the amount abated in the year of default at the rate provided for in the Texas Tax Code for delinquent taxes.

(d) Notwithstanding the preceding portions of this paragraph, if any default arises from a violation of law resulting from a change in law, or a change in the interpretation or enforcement of law, by a governmental entity, then such default shall not give rise to the termination of this Agreement so long as the defaulting party acts in accordance with a commercially reasonable plan of action to cure such default prepared by such defaulting party and delivered to the other party.

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

**(f) LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE) AND RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH 12(c) OF THIS AGREEMENT, ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO TAKE ANY ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND**



**ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES  
IN ACCORDANCE WITH THE TEXAS TAX CODE.**

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

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

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

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



To Project Entity: Inertia Solar Project, LLC  
Attention: Texas Development  
700 Universe Blvd.  
Juno Beach, Florida 33408

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With Copy To: KE Andrews & Company  
Attn: Senior Tax Manager-Energy Services  
2424 Ridge Road  
Rockwall, Texas 75987

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

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

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

18. Bond for Removal and Removal Standards.

(a) Removal. On or before the tenth (10<sup>th</sup>) anniversary of the commencement of Commercial Operations of the Project, or earlier in the event Project Entity elects to terminate operations of the Project, Project Entity shall obtain for the benefit of and deliver to the landowner lessors of the Project ("Landowners"), at Project Entity's election and to the County's reasonable satisfaction, a bond, letter of credit, or guarantee from Project Entity's parent or other creditworthy entity (the "**Removal Bond**") in an amount equal to one hundred percent (100%) of the Project Entity's reasonable estimate of the (i) cost of removal of the Project Improvements and (ii) cost of restoration and remediation of the Property included within the Solar Project that will be incurred in complying with the removal and restoration provisions contained in the below ("Removal Standards"). The Project Entity shall provide the County with proof that the Removal Bond has been secured. The Project Entity shall provide to the Landowners, along with the Removal Bond, bids or estimates by third parties reasonably capable of performing the removal and restoration. Once the Removal Bond is first provided, the Project Entity shall keep such Removal Bond throughout the remainder of the Term and shall adjust the amount of the Removal Bond every four (4) years, if necessary, to offset any increase or decrease in the cost of performance of the removal standards provided for below. If the Project Entity and Landowners cannot agree on the amount of the Removal

Bond necessary for the Project Entity's removal and restoration obligation under this Agreement, or if County in good faith disputes the adequacy of the Removal Bond, the Project Entity and the Landowners shall mutually select a disinterested unaffiliated third party to determine the amount necessary, which shall be approved by the Landowners and the Project Entity in their reasonable discretion. The costs of retaining an unaffiliated third party shall be shared equally by the Landowners and the Project Entity. The Removal Bond shall be released and returned to the Project Entity upon Landowners' reasonable satisfaction that removal and restoration obligations under this Agreement have been fulfilled.

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

19. Entire Agreement. This Agreement and Exhibits "A", "B", "C" and "D" attached hereto contain the entire and integrated tax abatement agreement between the parties and supersedes all other negotiations and agreements between the parties relating to the grant of tax abatement for the Improvements located on the Property, whether written or oral. In the event that there is a conflict between any of the Exhibits to this Agreement or the Guidelines and Criteria and this Agreement, the provisions of this Agreement shall control over the provisions in the Exhibit or the Guidelines and Criteria,

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

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



22. Amendment. Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

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

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

25. Counterparts. This Agreement may be executed in multiple counterparts.

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

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

28. No Prohibition on Contract. In accordance with Section 2252.152 of the Texas Government Code, the parties covenant and agree that the Project Entity is not on a list maintained by the Texas Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

29. Undocumented Workers. The Project Entity certifies that the Project Entity does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term the Project Entity is convicted of a violation under 8 U.S.C. § 1324a(f), the Project Entity shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the County notifies the Project Entity of the violation.

30. No Discrimination Against Firearm or Ammunition Industries. To the extent Texas Government Code Chapter 2274 (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021)) applies to this Agreement, the Project Entity represents that: (i) the Project Entity does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the Project Entity will not discriminate during the Term against a firearm entity or firearm trade association.

31. No Boycott of Energy Companies. To the extent Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) applies to this Agreement, the Project Entity represents that: (i) the Project Entity does not boycott energy companies; and (ii) the Project Entity will not boycott energy companies during the Term.


32. Estoppel Certificate. Upon written request by the Project Entity to the County, the County will provide the Project Entity with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if the Project Entity is in breach of this Agreement, the nature of the breach, (ii) whether this Agreement has been amended and, if so, the identity and substance of each amendment, and/or (iii) such other matters as may be agreed upon by the parties. The County shall not unreasonably withhold or delay its consent to such requests.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties as of the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\* \* \*

[signature page follows]

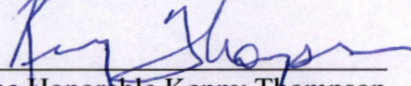


DocuSigned by:  
**INERTIA SOLAR PROJECT, LLC**  
By:   
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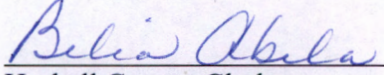
Print Name: Anthony Pedroni

Title: Vice President

**HASKELL COUNTY, TEXAS**

By:   
The Honorable Kenny Thompson  
Haskell County Judge

**ATTEST:**

By:   
Haskell County Clerk

Date: 12-12-23

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE**

**REINVESTMENT ZONE**

Haskell Central Appraisal District Parcel ID number 2272, being 1,373 acres, A-16, Brown Benjamin Survey number 157, Tract 1, UDI 31163, 31165 and 31733; and

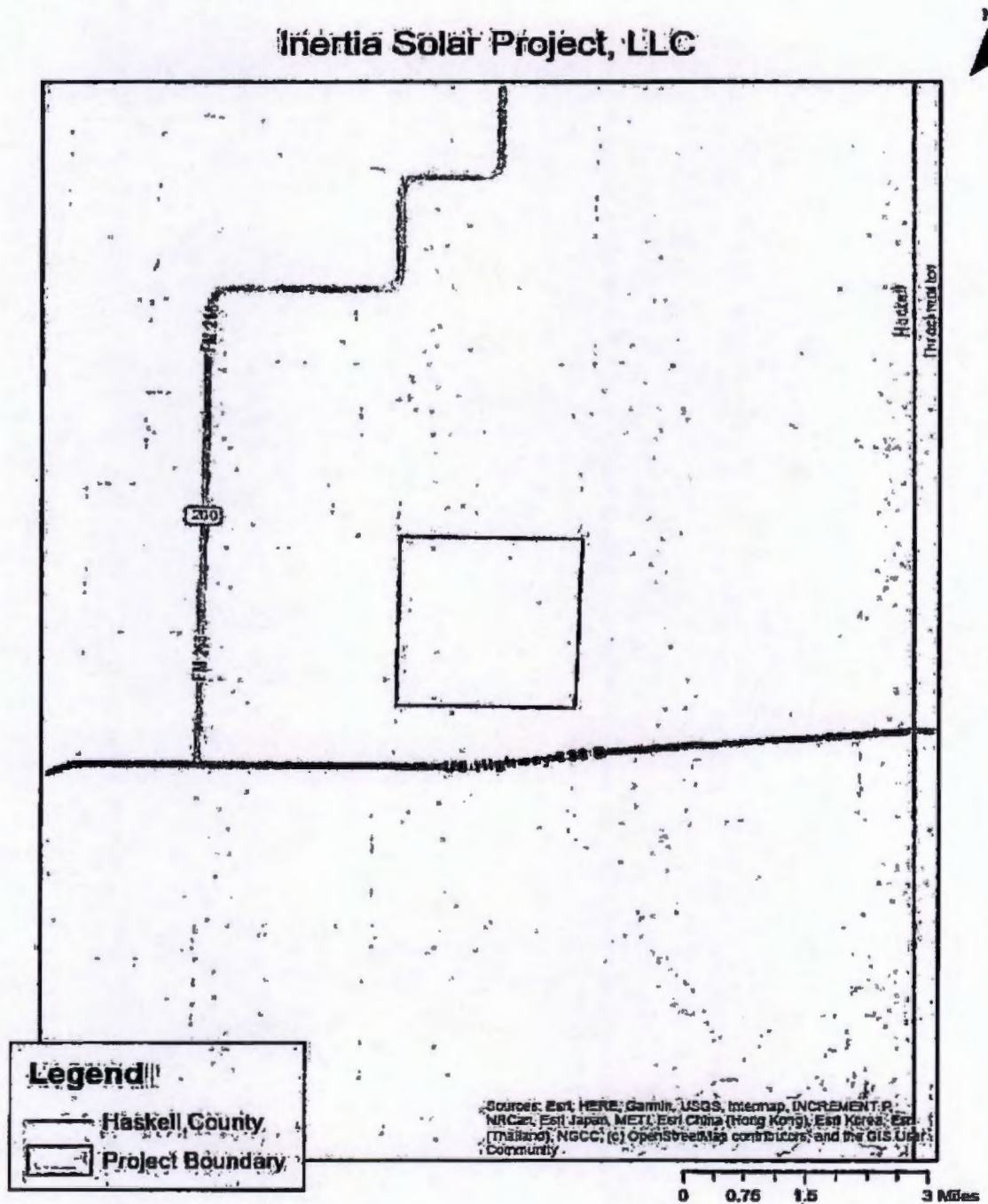
Haskell Central Appraisal District Parcel ID number 2273, being 1,386 acres, A-133, Fisher H. Survey number 159, Tract 1, UDI 31164, 31162 and 37848.



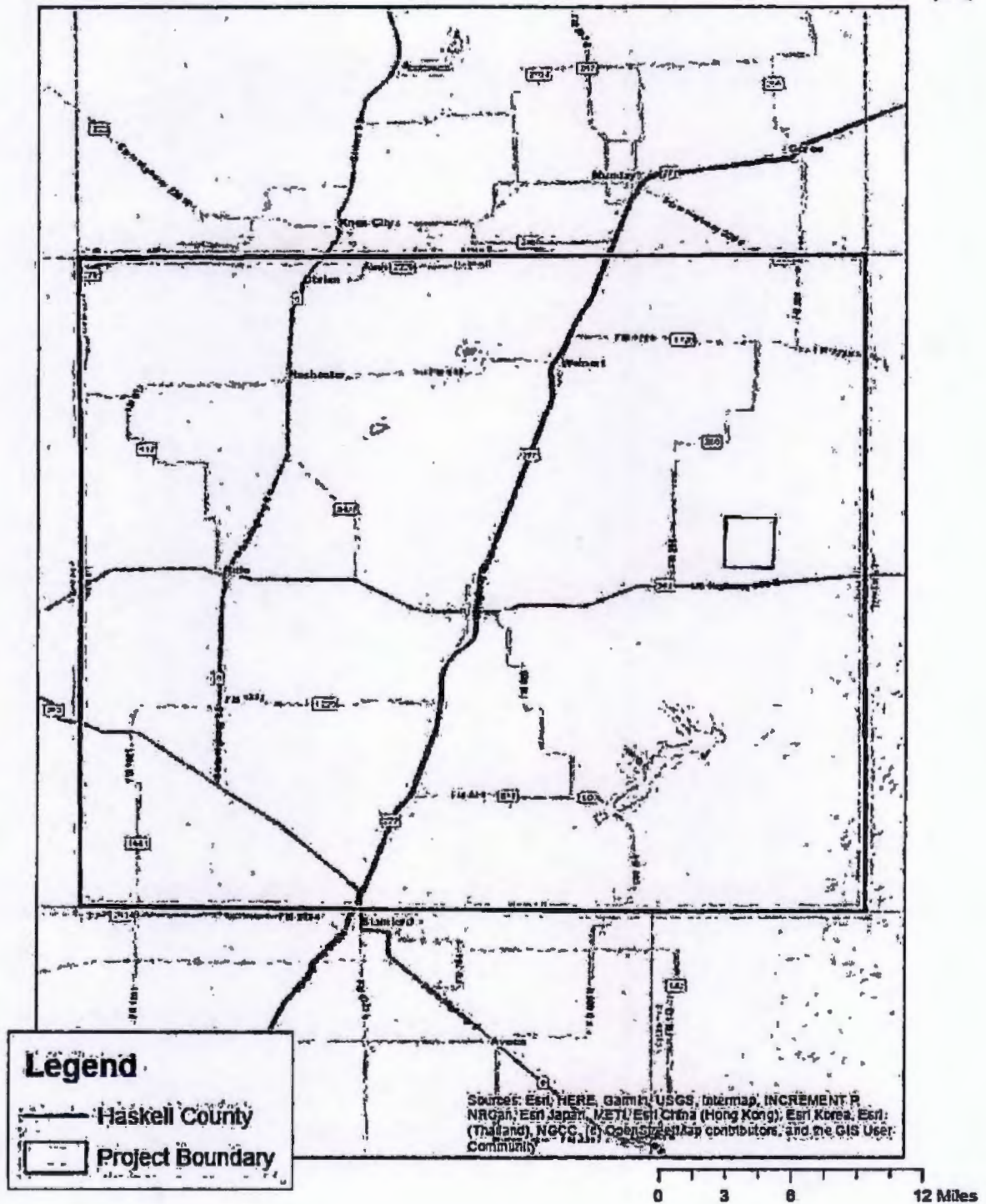
## EXHIBIT "B"

### MAP OF THE REINVESTMENT ZONE

#### Inertia Solar Project, LLC



# Inertia Solar Project, LLC





## **EXHIBIT "C"**

### **ROAD USE, MAINTENANCE AND CROSSING AGREEMENT**

This ROAD USE, MAINTENANCE AND CROSSING AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Haskell County, Texas (the "County"), and Inertia Solar Project, LLC (the "Developer"). The County and Developer are sometimes referred to herein individually as a "Party" and collectively as the "Parties". The term "Developer's Representative(s)" shall include Developer's contractors, subcontractors, agents, employees, representatives, suppliers and designees.

WHEREAS Developer is in the process of developing a photovoltaic electric energy generating facility (the "Project") in Haskell County, Texas, and

WHEREAS Developer proposes to construct the Project in one phase, and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "Roads") over which it may be necessary for Developer and Developer's Representative(s) to, among other things: (i) transport heavy equipment and materials which may be in excess of local design limits of certain Roads; (ii) transport locally sourced materials, such as concrete and gravel on the Roads; (iii) make specific modifications and improvements (both temporary and permanent) to the Roads and Runoff Water Drainage System (including to various culverts, bridges, road shoulders, waterways, canals and other related fixtures) (collectively "Drainage System") to permit such equipment and materials to pass along the Roads and Runoff Water to Drain to the satisfaction of the County; (iv) place electrical and communications cables (collectively "Cables") for the Project adjacent to, along, under, or across Roads; (v) provide for crane crossings; and (vi) provide approval and permit(s) for the certain road crossings as described on Exhibit B, attached hereto and incorporated herein for all purposes, and

WHEREAS it is in the best interest of the public health, safety and welfare that Developer and the County reach an agreement to address the issues that will arise in and near the Project, and

WHEREAS Developer and the County wish to set forth their understanding and agreement relating to the use of Roads during the construction and operation of the Project, and

NOW, THEREFORE, in consideration of the mutual promise and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

Section 1. Developer will undertake the following activities in accordance with the terms of this Agreement:

- A. Designate a company representative with authority to represent the Developer;
- B. At least 30 days prior to the commencement of construction of the Project, Developer shall improve and upgrade, to the reasonable satisfaction of Haskell County, all county roads which are to be accessed, used, crossed and/or traveled or any county road corner radius proposed to be widened to facilitate turning movements of transport trucks ("Roads") used

by Developer or Developer's Representatives during the construction of the Project. Developer shall also promptly repair any damage to such Roads as caused by the Developer activities, to the reasonable satisfaction of County, during the construction and operation of the Project. Developer shall also complete the repairs and upgrades to the Drainage System as approved by the County as provided in C below;

- C. Within 180 days of the execution date of this Agreement, but in no event less than 60 days prior to commencement of construction of the Project, Developer shall submit plans, material specifications and material quantities (collectively "Plans") for all material to be used in the improvement and upgrade of the Roads, improvements and modifications to the Drainage System as well as the Project PV array locations, proposed site access points, and Roads. The Plans and proposed site access points shall be subject to approval by County and upon approval, shall be attached to this Agreement as Exhibit A, subject to amendment;
- D. Erect permanent markers indicating the presence of the Cables and install marker tape in any trench in which Developer has placed or will place cables in a County right-of-way;
- E. Notify the County Commissioners in advance of all oversize moves and crane crossings;
- F. Transport or cause to be transported any oversize loads in a reasonable effort to minimize adverse impact on the local traffic;
- G. Provide as much advance notice as is reasonable to the County when it is necessary for a road to be closed due to heavy equipment crossing or for any other reason relating to the construction of the project. Notwithstanding the generality of the aforementioned, Developer will provide no less than 24 hours' advance notice;
- H. Provide signage of all road closures and work zones as may be required by the County; and
- I. Purchase, deliver and install all applicable road materials and runoff water handling equipment and materials for the repair, upgrade and improvement of the Roads and Drainage System in compliance with the Local Goods and Services provisions of the Tax Abatement Agreement between Developer and County, and in addition, promptly repair all Roads and portions of the Drainage System that are damaged by Developer or Developer's Representative during the construction or operation of the Project, repairing them to the reasonable satisfaction of the County status.

Section 2. The County, in accordance with the terms of this Agreement, agrees to:

- A. Designate a County representative with authority to represent the County;
- B. Perform routine and regular maintenance of the Roads including grading, snow removal, striping, routine signage, and regularly scheduled maintenance and repair;
- C. Timely review and, if satisfactory, approve all Project related access points and road crossings, which are submitted by Developer in Exhibit A;



- D. Timely review and, if satisfactory, approve Plans submitted by Developer as well as requests for all Project related utility encroachments on County rights-of-way; which are submitted by Developer in accordance with Exhibit A;
- E. Issue master overweight and oversize permits (if applicable) in a timely manner for the Roads upon the filing of such applications by Developer and waive overweight permit fees for loads with axle weights of 28,000 pounds or less; and
- F. Authorize the designated County representative to agree on behalf of County to revisions to Exhibit A and the final location of Road crossings, access points, and utility encroachments as revisions are submitted to the County by or on behalf of the Developer.

### Section 3. Planning Inventory

#### A. Road Inventory

##### 1. Pre-Construction Inventory

Following the completion of the upgrade described in Section 1.B., prior to the commencement of construction of any phase of the Project, the Parties shall jointly perform a survey to record the condition of the surface of the Roads which will be used in the transport of equipment to the Project and of the Drainage System to be impacted by the activities of Developer. During this survey, the entire length of the roads shall be videotaped as well as portions of the Drainage System designated by the County and if deemed necessary by the Parties, photographs may also be taken. In addition, the County will provide the Developer, if available, with copies of any plans, cross- sections and specifications relevant to the existing Drainage System and Roads structure. Copies of all pre-construction documentation shall be provided to each of the Parties.

##### 2. Post-Construction Inventory

Upon completion of construction of each phase of the Project, representatives of the County and Developer will perform a post-construction inventory, the methods of which shall be similar to those of the pre-construction survey described above. The two sets of pre- and post- construction data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey, or negative impact or damage to the Drainage System whereby the County and the Developer will determine the extent of the repairs or improvements needed to return the roads and Drainage System to such condition as is reasonably satisfactory to the County. It will be the Developer's responsibility to restore the Roads and Drainage System to the reasonable satisfaction of the County.

#### B. Routing and Access Approval

As soon as practical after execution of this Agreement and as necessary throughout the construction of any phase of the Project, Developer and County shall meet to discuss routing for the transportation of equipment to the Project, Project related

access points, road crossings and cable locations and the County shall review and, if satisfactory, approve the same in accordance with Sections 2D and 2E. In the event the County deems any portion of the Plans or Developer requests unsatisfactory, County shall properly notify Developer and advise as to the specific problems or deficiencies which if remedied, will result an approval of the Plans or Developer requests.

Section 4. Construction Cooperation:

A. With Others:

Prior to the commencement of construction of any phase of the Project, Developer shall hold a meeting and shall invite applicable County Commissioners and Public Safety officials to discuss plans for the construction of the Project. County shall compile a list of contact persons that will need to be notified of any temporary road closures that may have an effect on the daily routine or routing of those agencies. A copy of this list shall be furnished by the County to the Developer.

B. Between the County and Developer:

During construction of any phase of the Project, the County and Developer shall meet regularly to discuss Project activities, including anticipated material and equipment deliveries.

Section 5. Indemnification/Hold Harmless and Liability Insurance Provisions.

A. Indemnity. Developer hereby agrees to indemnify, defend and hold harmless the County from and against any and all claims, losses, demands, costs or liabilities, including reasonable attorneys' fees, resulting from or in connection with breach of this Agreement by Developer as well as any third-party claims arising from this Agreement in connection with Developer's and Developer's Representatives, construction and operation of the Project.

B. Required Insurance. The Developer shall upon commencement of construction of the Project and for the period of construction of the Project, maintain in full force and effect commercial general liability insurance, naming the County, its Commissioners, and employees as additional insureds, in the aggregate amount equal to One Million Dollars (\$1,000,000). The Developer may utilize any combination of primary and/or excess insurance to satisfy this requirement and may satisfy this requirement under existing insurance policies for the Project.

Section 6. Miscellaneous.

A. Remedies and Enforcement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party (the "Defaulting Party"), which default is not caused by the party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party



shall have the right of specific performance. The remedy of specific performance and injunctive relief shall be exclusive of any other remedy available at law or in equity.

- B. Due Authorization. Developer hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Developer. The County hereby represents, and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.
- C. Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable a provision shall be deemed added as a part of this Agreement as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- D. Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties to this Agreement.
- E. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the Parties hereto at their respective addresses or fax numbers (or to such other address or fax number as either such Party shall designate in writing to the other Party at any time).

Developer: Inertia Solar Project, LLC

\_\_\_\_\_  
\_\_\_\_\_

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

- F. Assignment. This Agreement may not be assigned without the written consent of the Parties, which consent shall not be unreasonably withheld, conditioned or delayed. If the Developer sells or agrees to sell a phase or phases of the Project, whether by asset sale, a sale of equity interests, or by merger (but, after giving effect to such sale, the Developer or any of its affiliates retains or will retain one or more phases of the Project), then the County agrees to enter into an identical agreement to this Agreement with the Developer or its affiliate, as applicable, with respect to the phase or phases of the Project that the Developer or its affiliate retains or will retain.
- G. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of an originally signed counterpart to this Agreement.

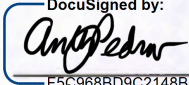
- H. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, irrespective of any conflict of law's provisions.
- I. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees and legal representatives.

[ The signature page to this Agreement appears on the next page]

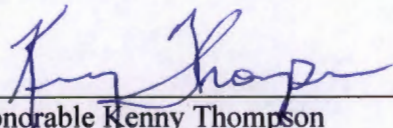


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**DEVELOPER**

By:  Anthony Pedroni  
F5C9688D9C2148B  
March 28, 2024

**HASKELL COUNTY, TEXAS**

By:   
Honorable Kenny Thompson  
Haskell County Judge

**EXHIBIT A**

**PRELIMINARY SITE PLAN**



EXHIBIT B

COUNTY ROAD CROSSING PERMITS

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

Whereas, the Commissioners Court has reviewed the materials related to the subject solar project and determined that it should approve and provide approval for all such crossings.

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

**EXHIBIT "D"**  
**LOCAL GOODS AND SERVICES PLAN**

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

Project Entity designates the following department and phone number to be available to provide information to any individuals, businesses, and contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Project: \_\_\_\_\_ ("Local Services Coordination Department"); Project Entity may change the Local Services Coordination Department phone number or other contact information upon written notice to the County provided in the same manner as Paragraph 15. The County may give out the Local Services Department information to Haskell County individuals, businesses, and contractors who are interested in obtaining information about providing goods and services related to the construction of the Project. Additionally, Project Entity or its construction contractor, if any, shall advertise in local newspapers in Haskell County for local contractors to perform work on the construction of the Project.