FILED FOR RECORD

JAN 27 2025
AT 9:00 O'CLOCK A M
CARLA KERN
County Clerk, Mitchell County, Texas
By

Tax Abatement Agreement
between
Mitchell County and Hackberry Creek Solar, LLC

State of Texas §
§
County of Mitchell §

This Tax Abatement Agreement ('Agreement") is made and entered into by and between Mitchell County, Texas ("County"), acting by and through its duly elected officers, Hackberry Creek Solar, LLC a Delaware Limited Liability Company ("Hackberry Creek Solar"), as owner of the Eligible Property (as hereinafter defined) to be located on the tract of land within the Reinvestment Zone, shown on Exhibit A to this Agreement.

Recitals

WHEREAS, the taxing unit, Mitchell County, has designated by order a reinvestment zone eligible for the abatement of real property ad valorem taxes.

WHEREAS Hackberry Creek Solar owns or will own real property located within the taxing jurisdiction of the taxing unit and within the Reinvestment Zone, to which Hackberry Creek Solar intends to make improvements as more specifically described herein.

WHEREAS the taxing unit finds that the terms of this Agreement, the tax abatement, and the property subject to this Agreement meet the Mitchell County Guidelines and Criteria for Granting Tax Abatements now in effect; and

WHEREAS the taxing unit desires to abate certain of the ad valorem taxes assessed against the real property.

I. Authorization

This Agreement is authorized by Chapter 312 of the Texas Tax Code as it exists on the effective date of this Agreement and by the Mitchell County Guidelines for Granting Tax Abatements as they exist on the effective date of this Agreement.

II. Definitions

As used in this Agreement, the following terms shall have the meaning set forth below:

A. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in a Reinvestment Zone.

B. "Calendar Year" means each year beginning on January 1 and ending on December 31.

C. "Certified Appraised Value" means the appraised value, for property tax purposes, of the property within the Reinvestment Zone as certified by Mitchell County as of each January 1st, after a final determination of any valuation protest or appeal by Owner pursuant to applicable law, where nothing in this Agreement shall limit Owner's right to protest or appeal in accordance with applicable law any appraisal district appraisal or assessment.

D. "COD" means the date that the project commences Commercial Operations.

E. "Commencement of Construction" means the date upon which Owner or any party on behalf of Owner begins the grading or groundwork for any Improvements located at the Site.

F. "Commercial Operations" means that the project has become commercially operational and placed into service for the purpose of generating electricity for sale in one or more commercial markets.

G. "Eligible Property" means property eligible for Abatement under the Mitchell County Guidelines and Criteria for Granting Tax Abatements, including new, expanded or modernized buildings and structures; fixed machinery and equipment; site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the project or facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the Mitchell County Guidelines and Criteria for Granting Tax Abatements. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property located on the Real 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 or noncapitalized supplies.

H. "Improvements" mean the Eligible Property meeting the definition for Improvements or Tangible Personal Property provided by Section 1.04, (3)(A) and (5) of the Texas Tax Code and includes, but is not limited to, any building, structure, or fixture erected on or affixed to the land.

I. "Owner" means Hackberry Creek Solar the entity which owns the real and personal property interests for which abatement is being granted, and any assignee or successor in interest of Hackberry Creek Solar means and includes Owner.

J. "Prime Rate" means interest at the rate announced by the Wall Street Journal as of January 1 of each relevant Calendar Year 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 announced as of January 1 of each relevant Calendar Year 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.

K. "Real Property" means Eligible Property meeting the description for Real Property provided by Chapter 1 of the Texas Tax Code.

L. "Reinvestment Zone" means that certain Reinvestment Zone, as that term is defined by Chapter 312 of the Texas Tax Code, created by Mitchell County by that certain resolution dated August 12th 2024, duly passed by the Mitchell County Commissioners Court, a copy of which is attached hereto as Exhibit B.

M. "Site" means the land in the Reinvestment Zone on which Owner makes the Improvements for which the Abatement is granted hereunder.

N. "Assignee(s)" means any assignee of Owner or its direct or indirect assign, whether such assignee be an affiliate of Owner or an unrelated third party.

III. Improvements

Owner agrees to make the following Improvements in consideration for the Abatement set forth in Section III of this Agreement:

A. Owner desires to use commercially reasonable efforts to construct Improvements on the Site with a currently anticipated overall nameplate capacity of approximately 175 megawatts-AC solar electric energy generating facility located in the Mitchell County Reinvestment Zone No. 1. Improvements will have an estimated initial market value of approximately two hundred million dollars ($200,000,000), although the actual amount will depend upon annual appraisals and specific decisions to be made by Owner in the future.

B. Improvements also shall include any other property in the Reinvestment Zone meeting the definition of "Eligible Property" that will be used at the Site to support the solar energy generation facility and perform other functions related to the distribution, storage, and transmission of electric power. County agrees that the substation, transmission lines, inverters, foundations, roadways, paving, fencing, posts, racking equipment, transformers, combining boxes, modules, panels, interconnection facilities, cabling, SCADA equipment, strings, harnessing, components, batteries, and all other related materials affixed to the land are fixtures that will constitute Improvements under this Agreement.

C. Owner contemplates that construction of the Improvements will begin end of Q3 2026 or earlier and shall be completed by Q4 2027. County recognizes that the above dates are "best estimates" at the time of this Agreement.

IV. Term and Value of Tax Abatement; Taxability of Property

A. Unless terminated earlier as provided elsewhere herein, this Agreement shall be effective upon execution by both parties and shall continue in effect until Owner has completed its responsibilities under Paragraph XIX.

B. The County and Owner specifically agree and acknowledge that the property in the Reinvestment Zone shall be taxable in the following ways before and during the term of this Agreement.

1. Property not eligible for Abatement, if any, shall be fully taxable if not otherwise exempt.

2. The Certified Appraised Value of property existing in the Reinvestment Zone prior to execution of this Agreement shall be fully taxable for the full term of this Agreement if not otherwise exempt; and

3. One Hundred Percent (100%) of property taxes levied on the Certified Appraised Value of

Eligible Property shall be abated as set forth in Article IV (C)(1) below.

C. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of all County property taxes (including maintenance and operations, road, and debt service) as follows:

1. Beginning with the Calendar Year after the Calendar Year in which COD occurs and ending upon the conclusion of ten (10) full Calendar Years thereafter, Abatement is granted as follows:

    a. 100% of County property taxes on the Certified Appraised Value of all Improvements constructed in the Reinvestment Zone (and actually in place in the Reinvestment Zone) are abated; and

    b. 100% of County property taxes on the Certified Appraised Value of any and all otherwise Eligible Property, including but not limited to eligible personal property owned by Owner and located in the Reinvestment Zone, are abated.

2. The base year value for the proposed Improvements is zero and Owner owns no personal property located in the Reinvestment Zone as of the date of execution of this Agreement.

3. Owner prior to December 31 of the Calendar Year in which COD occurs shall deliver to the County written notice (the "Certificate") certifying the date on which the project has achieved Commercial Operations. Upon receipt of the notice, the County may inspect the property in accordance with this Agreement to determine that the Improvements are in place as certified. Owner's failure to issue a Certificate timely shall not disallow any otherwise applicable abatement or negate any obligation to pay a PILOT or an amount required by Paragraph IV (F), so long as Owner within thirty (30) days after notice by the County issues a required Certificate.

4. If Owner, at its sole election, desires that the ten-year abatement period commence prior to January 1 of the of the Calendar Year after the Calendar Year in which COD occurs, then Owner at any time prior to January 1 of the first year of such ten-year period may deliver a notice to the County stating such desire (a "Notice of Abatement Commencement"). If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement: "Owner elects for the ten-year Abatement period to begin on January 1, ___ "; in which case the year stated in the Notice of Abatement Commencement shall be the first year of the Abatement period and the Abatement period shall extend for nine Calendar Years thereafter. Owner shall only be permitted to deliver a Notice of Abatement Commencement if it reasonably anticipates achieving COD during the next Calendar Year. There is no extension of the start date of or cessation of the 10-year Abatement Period if COD is not achieved "during the next calendar year" as referred to in the preceding sentence. Owner shall still be required to deliver the Certificate on or before the date required in the preceding paragraph.

5.

D. 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 any such exemptions shall not apply to the Improvements.

E. As principal consideration for this Abatement, Owner agrees to make an annual PILOT (Payment in Lieu of Taxes) payment to the County of Two Hundred Thousand Dollars ($200,000.00). Subject to Paragraph IV (C)(1), the first such payment shall be due and payable on January 31 of the Calendar Year following the first Calendar Year for which taxes are abated, and delinquent if not paid on or before 30 days after due, with the remaining nine (9) payments due and payable annually on or before January 31 thereafter and delinquent if not paid on or before 30 days thereafter. Owner shall remit each PILOT by check payable to Mitchell County, sent to the notice address provided by this Agreement, or by such other method as the parties may from time to time agree.

F. As secondary consideration for this Abatement, in addition to the PILOTs provided for in Section IV(E), Owner agrees to pay a sum total of One Million One Hundred Fifty Thousand Dollars ($1,150,000.00) to the County, with said sum payable in twelve installments, to be paid as follows:

1. the first payment of Seventy Five Thousand Dollars ($75,000.00) shall be due within thirty (30) days of the Commencement of Construction; and
2. the second payment of Seventy Five Thousand Dollars ($75,000.00) shall be due within thirty (30) days of the COD; and
3. the third payment of One Hundred Thousand Dollars ($100,000.00) shall be due and payable on January 31 of the Calendar Year following the first Calendar Year for which taxes are abated, and delinquent if not paid on or before 30 days after due, with the remaining nine (9) payments of One Hundred Thousand Dollars ($100,000.00) each, due and payable annually on or before January 31 thereafter and delinquent if not paid on or before 30 days thereafter.

Owner shall pay amounts due under this Paragraph (IV)(F) as directed by notice provided by the County, by check or electronic means to the payee specified by the County, and if the County fails to provide notice specifying a means of payment and payee Owner shall pay amounts due by check payable to Mitchell County, sent to the notice address provided by this Agreement. The County anticipates such payments will be deposited into a community investment fund dedicated to the Mitchell County Sports Complex, under control of the County; provided, Owner's sole obligation is to make payments as specified by this Paragraph (IV)(F).

V. Representations

The County and the Owner make the following representations:

A. Owner represents and agrees that if constructed (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Improvements to be placed on the property; (ii) the proposed Improvements will be constructed by the Owner, its successors and/or assigns and/or its contractors or subcontractors, (iii) use of the property in the Reinvestment Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, and (iv) all representations made in the Application for the Abatement are true and correct to the best of Owner's knowledge; provided, notwithstanding anything else herein, the incentives provided by this Agreement are conditioned on Owner constructing the Improvements but Owner is not obligated to construct the Improvements.

B. 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 Mitchell County Reinvestment Zone and this Agreement have been created in accordance with Chapter 312 of the Texas Tax Code and the Mitchell County Guidelines for Granting Tax Abatements as both exist on the effective date of this Agreement; (iii) this Agreement has been executed in accordance with Chapter 312 of the Texas Tax Code, the County's Guidelines for Granting Tax Abatements and other relevant Texas taw; and (iv) the property within the Reinvestment Zone is located within the legal boundaries of 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 Reinvestment Zone and this Agreement ; and (vi) to the best of its knowledge this Agreement is in compliance with all applicable laws and is a valid, binding, and fully enforceable agreement in accordance the terms hereof.

VI. Access to and Inspection of Property by County Employees

A. Owner shall allow the County's employees reasonable access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are completed and maintained in accordance with the specifications of Section III of this Agreement and to ascertain compliance with the terms and conditions of this Agreement. All such inspections shall be made on a date and at a time mutually agreeable to the parties only after giving the Owner seventy-two (72) hours' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of the Owner in attendance in accordance with all applicable safety standards.

B. Owner shall, on or before April 15th of each Calendar Year during the term hereof, certify annually to the County its compliance with this Agreement by providing written testament of the same to the County Judge.

VII. Default and Termination

A. The County may declare a default if the Owner violates any material term of this Agreement. If the County declares a default of this Agreement, then (subject to the immediately following sentence) this Agreement shall terminate, after notice and opportunity to cure as provided below, or the County may modify the Agreement upon mutual agreement with Owner. If Owner believes that such termination was improper, then Owner may file suit in the proper court challenging such termination. The County shall not declare a default when the circumstances are the result of "force majeure." "Force majeure" means any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of Owner), fires, tornadoes, explosions, floods, epidemics, pandemics, or strikes.

B. The County shall notify the Owner of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Owner shall have ninety (90) days from the date of such notice to cure any default, except that where fulfillment of any obligation requires activity over a longer period of time than 90 days, performance shall be commenced within ninety (90) days after the receipt of notice, and such performance shall be diligently continued until the default is cured. Hackberry Creek Solar shall maintain the right to cure any defect, including any defect caused by an Assignee of Hackberry Creek Solar; and the County shall provide notice of default to Hackberry Creek

Solar when any such notice is provided to an Owner that is an Assignee. The County shall provide a copy of any notice of default to any Lender (as defined in Paragraph IX) or Assignee that the Owner has identified to the County.

C. An agreement made under Sections 312.205 (a)(4) and 312.205 (a)(7) of the Texas Tax Code must: "provide for recapturing property tax revenue lost as a result of the Agreement if the owner of the property fails to make the Improvements or repairs as provided by the Agreement; and provide that the governing body of the municipality may cancel or modify the Agreement if the property owner fails to comply with the Agreement", subject to the above provisions regarding notice and right to cure. Therefore, such rights and remedies as provided in the referenced Texas Tax Code are hereby incorporated herein.

D. Subject to Article VIII, cancellation or modification of the Agreement and/or recapture of property taxes, as appropriate under Section 312.205 of the Texas Tax Code, along with any reasonably incurred costs and fees, shall be the County's sole remedy in the event Owner fails to make the specified Improvements or take other action required by this Agreement. In the event of an uncured default by Owner, the amount of property taxes subject to recapture under this Agreement shall be reduced by the payments made to the County by Owner under Paragraph IV(E) of this Agreement.

E. The Certified Appraised Value listed in the County appraisal records shall be the standard used for calculating the amount of taxes to be recaptured by the County in the event of default by Owner under this agreement.

F. 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 NINETY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND, IF THE DEFAULT INVOLVES FAILURE TO MAKE IMPROVEMENTS UNDER THE AGREEMENT, RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

VIII. Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of the Owner to comply with any order, rule, statute or regulation of the County or the State of Texas; provided however, if any order, rule, statute, or regulation is passed after the effective date of the Agreement that alters the value of the tax abatement granted or increases the payment obligations of Owner to the County as set forth in Article IV, the Parties agree to amend this Agreement so that the net value of the Abatement to Owner and the payment obligations of the Owner to the County are (as closely as possible as is allowed by applicable law) the same as the original values and obligations set forth in Article IV of this Agreement as of the effective date.

IX. Assignment of Agreement

The parties agree that this Agreement may be assigned, in whole or in part, by Owner, to one or more Assignees, provided such assignment shall not be effective until twenty (20) days after Owner provides County with written notice of any such assignment. Upon such assignment and assumption, Owner 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. This Agreement may also be assigned, upon written notice to the County, by Owner to a lender to Owner or its affiliate with respect to the Improvements or any portion thereof or any property located thereon (a "Lender") or by a Lender to a third party after the Lender has exercised a right of foreclosure (or other similar right such as a transfer in lieu of foreclosure) to the Improvements or the project.

The Parties agree that a transfer of all or a portion of the ownership interests in Owner to a third party shall not be considered an assignment under the terms of this Agreement. But, if after such a transaction is consummated, the corporate name of the Owner is changed or the locally known name of the project is changed, then Owner shall provide notice of such changes to the County.

In addition to its rights under the preceding paragraph, Owner may mortgage, pledge, or otherwise encumber its interest in this Agreement or the Improvements or project to a Lender for the purpose of financing the operations of the Improvements or constructing the Improvements or acquiring additional equipment following any initial phase of construction. Owner's encumbering its interest in this Agreement may include an assignment of Owner's rights and obligations under this Agreement for purposes of granting a security interest in the Agreement. Further, Lender may permissibly include any entity or person providing, directly or indirectly, a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure; tax equity financing; any interest rate protection agreements to hedge any of the foregoing obligations; and/or any energy hedge provider. There may be more than one Lender. In the event Owner takes any of the actions permitted by this paragraph, it may provide written notice of such action to the County with such notice to include the name and notice information of the Lender. If Owner does not provide the name and notice information of a Lender to the County, then such Lender shall not have the notice rights of a Lender under this Agreement.

County shall provide such assistance as Owner or Assignee may reasonably request in connection with obtaining financing for the Improvements, the project, or any portion thereof. County agrees that it shall make available to Owner, Assignee and any Lender information relating to the Tax Abatement Agreement, and such other related matters as Owner or Assignee may reasonably request. County shall furnish such consents to assignment, estoppel certificates, certifications, and representations and opinions of counsel addressed to Owner or Assignee and such Lenders, as may be reasonably requested by Owner, Assignee, or Lender, and all reasonable costs incurred by County in executing and delivering such documents shall be borne by Owner or Assignee, if applicable. At Owner's or Assignee's request, County shall cooperate with the independent engineer or other advisors if any, or any Lender.

X. Notice

All notices shall be in writing and mailed by certified or registered mail or by recognized overnight delivery service as evidenced by a bill of lading. Any notice of communications shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be mailed to the following addresses:

To the Owner:	To the County:
Hackberry Creek Solar, LLC Attn: Texas Development	Mitchell County Judge

700 Universe Boulevard
Juno Beach, FL 33408

349 Oak Street
Colorado City, Texas 79512

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

XI. Severability

In the event any section or other part of this agreement is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section or other part. In the event that (i) the term or amount of the Abatement with respect to any property is longer than allowed by law, or (ii) 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.

XII. Applicable Law

This Agreement shall be construed under the laws of the State of Texas.

XIII. Amendment

Except as otherwise provided herein, the parties may modify this Agreement hereto upon mutual 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.

XIV. Dispute Resolution

The County and the Owner may mutually agree to attempt to resolve any dispute arising under this contract through an alternative dispute resolution procedure under the Texas Alternative Dispute Resolution Procedures Act, Chapter 154, Texas Civil Practice and Remedies Code.

XV. Guidelines and Criteria

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

XVI. Entire Agreement

This Agreement contains the entire and integrated Tax Abatement Agreements between the County and Owner, and supersedes all other negotiations and agreements, whether written or oral between the parties. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

XVII. Road Maintenance

Owner and its contractors and service providers shall have the right to use County roads and County-held rights-of-way and right-of-way easements during the construction of the project. If requested by Owner, the County shall provide a separate letter in a reasonable form, executed by the County Judge, that evidences the permission granted by the County to Owner to use the County roads and County-held rights-of-way and right-of-easements. The permitted uses shall include, during the planning and construction phases of its Improvements and thereafter during the operation and maintenance of easements for the Improvements, the following purposes: (a) for access and egress to and from the Improvements, (b) for temporary encroachment of the Improvements into the County roads and County -held rights-of-way and right-of-way easement, and (c) for overhead and underground crossings of said County roads and County-held right-of-way easements with (i) project electrical collection lines (and related facilities) interconnecting portions of the Improvements, and (ii) transmission lines connecting the improvements to the electrical grid power system.

During construction of the Improvements, Owner agrees to use commercially reasonable efforts to minimize the disruption to County roads caused by the construction process and to repair any damage caused to County roads by Owner or its agents during the construction period. Owner shall have no obligation under this Article to repair or replace (in whole or in part) any County road that Owner actually uses if any party (or parties) other than Owner collectively causes fifty percent (50.00%) or more of the damage to such road. The County shall provide Owner with a copy of a condition report and the County will take reasonable steps to document use of the identified roads during the construction of improvements. A post-construction road inspection will be made to determine any cost to repair, and Owner will be provided a copy of said report and given an opportunity to challenge any alleged damages. If and to the extent any repairs subject to this Paragraph XVII are necessary, County shall be responsible for performing such repairs and Owner shall be responsible for reimbursing to the County the cost of such repairs, unless the parties agree that the Owner shall perform and bear the cost of specific repairs. This Article XVII shall serve as the road use agreement between Owner and the County with respect to the project that is the subject of this Agreement unless a later written agreement between Owner and the County is entered into as to road use as to such project.

XVIII. Coordination with Local First Responders

Upon the beginning of construction of the project, the owner will make commercially reasonable efforts to organize training for First Responders (Fire Fighters, Law Enforcement, and Emergency Medical Services) regarding solar farms and related facilities. The training will be presented by the appropriate third parties responsible for various portions of the project (construction, manufacturers). Once the project is fully operational, the owner will use commercially reasonably efforts to cause the company overseeing the operations of the project to organize or present additional training for First Responders.

XIX. Remediation

As required by the Guidelines, at the conclusion of the useful life of the project, the property will be remediated to its former state in all material respects. The remediation will not result in the imposition of recovery costs upon the County or underlying landowners where the project is based upon a leasehold interest.

Further, the owner shall comply with the provisions of Texas Utilities Code Sec. 301.0003, including, without limitation, clauses (a), (b) and (c) thereof relating to the removal of the Improvements, as if such provisions of such Section were incorporated herein in their entirety. Owner's compliance at the conclusion of the project with the requirements of Texas Utilities Code Sec. 301.0003 shall be presumed to be remediation of the property to its former state in all material respects, and the County must provide written notice to Owner of further specific actions the County believes are necessary for remediation.

XX. 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 Owner from the County less any tax payments or payments in lieu of taxes remitted to the County with respect to the Improvements as of the date of such violation, 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 Prime Rate . The payment of interest shall be as if it had been accruing from the dates the abatements were granted to Owner until the date the amount due is repaid to the County.

XXI. No Israel Boycott.

In accordance with Section 2271.002 of the Texas Government Code, Owner verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

XXII. No Firearms Boycott.

To the extent Texas Government Code Chapter 2274 applies to this Agreement, Owner represents that: (i) Owner does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) Owner will not discriminate during the Term against a firearm entity or firearm trade association.

XXIII. No Energy Company Boycott.

To the extent Texas Government Code Chapter 2276 applies to this Agreement, Owner represents that: (i) Owner does not boycott energy companies; and (ii) Owner will not boycott energy companies during the Term.

XXIV. Not a Listed Company.

In accordance with Section 2252.152 of the Texas Government Code, the parties covenant and agree that Owner is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by Mitchell County on_____, 2025 and by the Owner on _____, 2025 and is effective upon the execution of both parties hereto.

ATTEST/SEAL:
Mitchell County, Texas

_____
Name: Mike Redwine
Title: County Judge

Owner: Hackberry Creek Solar, LLC

_____
Printed Name: Mr. Anthony Pedroni
Title: Authorized Representative

Attest:
Executed by Mitchell County Judge on
__ day of _____, 2024.

_____
County Clerk

Exhibit A

Project Area in Reinvestment Zone

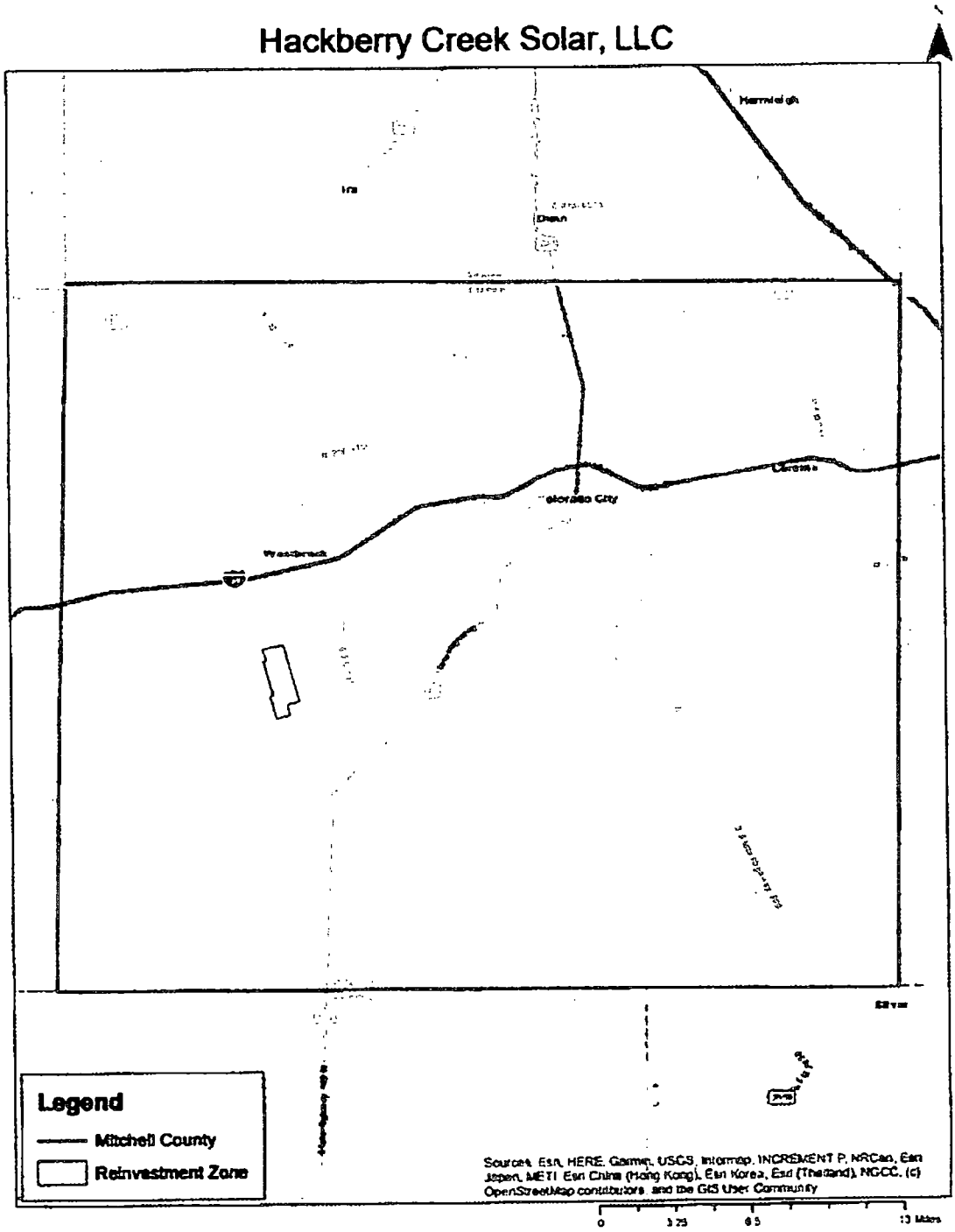


Exhibit B

ORDER DESIGNATING REINVESTMENT ZONE

FILED FOR RECORD

AUG 12 2024

at 9:00 o'clock A M

CARLA KIRK

County Clerk, Mitchell County, Texas

Deputy

ORDER OF THE COMMISSIONERS COURT OF MITCHELL COUNTY, TEXAS DESIGNATING, CREATING AND ESTABLISHING COUNTY REINVESTMENT ZONE NO. 1

WHEREAS, pursuant to Chapter 312, Subchapter C of the *Texas Property Tax Code* and the Mitchell County Tax Abatement Guidelines, the Mitchell County Commissioners Court is authorized to create county reinvestment zones for purposes of allowing for tax abatements to encourage the expansion and/or retention of primary employment, attract major investment to the zone, and contribute to the economic development of Mitchell County;

WHEREAS, Hackberry Creek Solar, LLC is proposing to develop and construct/install facilities and equipment for, and the operation of an approximately 175 MWAC solar electric generating system/facility, and all related equipment in an unincorporated area of Mitchell County (hereinafter "Project") on the property described in Exhibit "A" and on Exhibit "B" hereto which are attached hereto and incorporated herein by reference;

WHEREAS, notice of the consideration by the Commissioners Court of the creation of a County Reinvestment Zone having the same boundaries as the property boundaries set forth in Exhibits "A" and "B" and the public hearing thereon was given in accordance with Section 312.401 of the *Texas Property Tax Code*;

WHEREAS, a public hearing was held in accordance with Section 312.401 of the *Texas Property Tax Code*; and

WHEREAS, after considering the information before it, including input from the public hearing, the Commissioners Court finds that creation of the Reinvestment Zone is in the best interest of the County and its citizens.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF MITCHELL COUNTY, TEXAS THAT:

1. the above recitals are incorporated herein for all purposes;

2. the Commissioners Court hereby finds that the creation and establishment of a County Reinvestment Zone having the boundaries set forth in Exhibit "A" and Exhibit "B" would contribute to the retention or expansion of primary employment or would attract major investment in the zone that would be a benefit to the property to be included in the zone, would be a benefit to the taxing units with jurisdiction over the land after expiration of the Zone or any abatement agreements entered into for property within the Zone, would contribute to the economic development and tax base of Mitchell County; and would support the Texas economy and the environment by providing clean energy; and

3. County Reinvestment Zone No. ___ having the boundaries set forth in Exhibits "A" and "B" is hereby created, designated and established, which Zone shall be eligible for tax abatement subject to the *Texas Property Tax Code*, the Mitchell County Tax Abatement Guidelines, and approval of any applicable Tax Abatement Agreements by this Commissioners Court and shall be Reinvestment Zone No. ___.

PASSED and APPROVED at a meeting of the Mitchell County Commissioners Court noticed and held in accordance with Chapter 551 of the *Government Code* on 8/12/04.

Mike Redwine, County Judge

Attest:

County Clerk

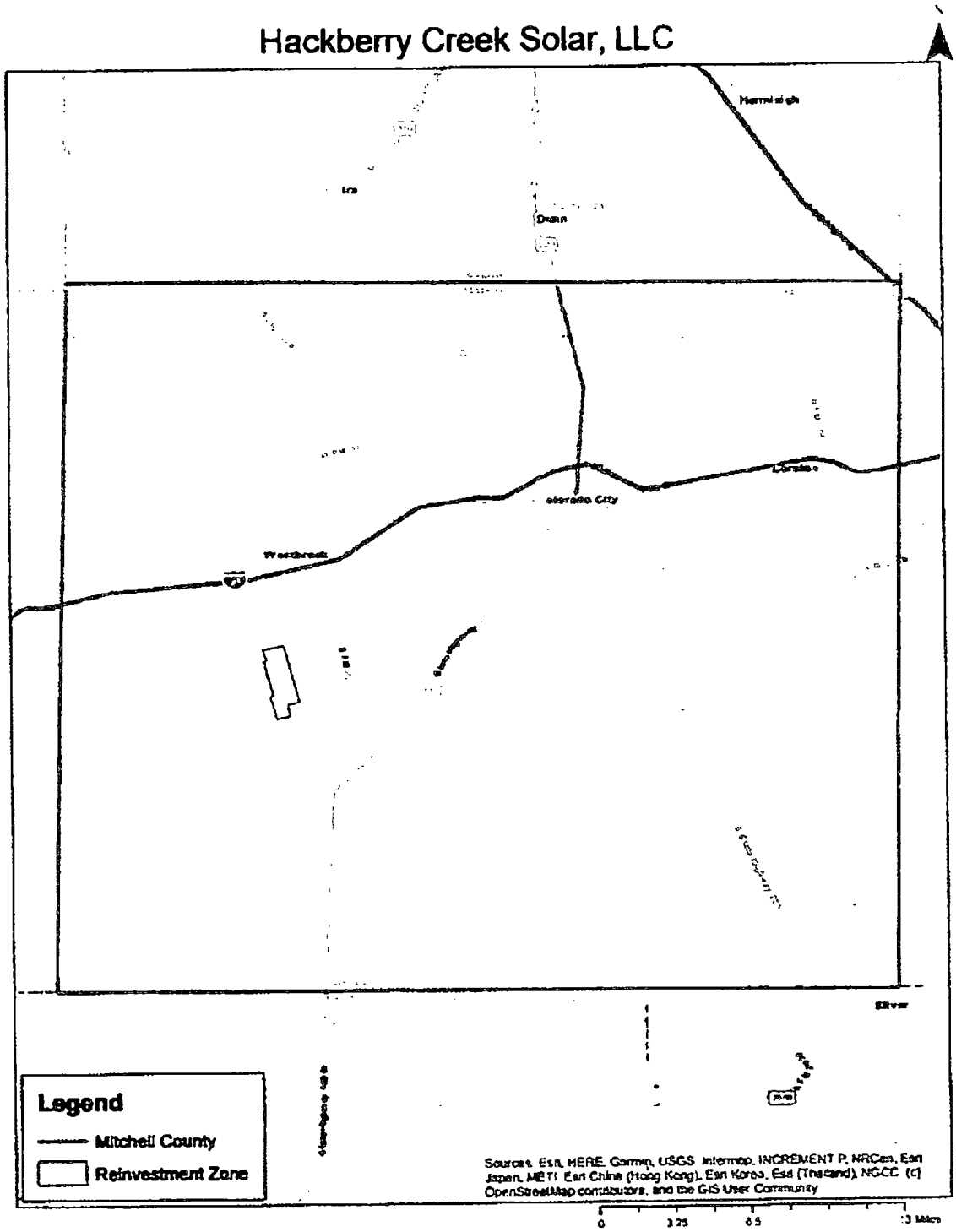
COMMISSIONERS COURT COUNTY OF MITCHELL, TEX.

EXHIBIT A

OWNER	PARCEL ID	ACRES	LEGAL DESCRIPTION
MCCASLIN FAMILY TRUST	14821	317	ABST 548 BLK 28S T&P SEC 17 W/2 SW/4 317. ACRES
WALKER FARMS LTD	14830	552.65	ABST 1331 BLK 28S T&P SEC 20 E/PT OF W/2 & E/2 552.65 ACRES
WALKER FARMS LTD	14863	589.5	ABST 554 BLK 28S T&P SEC 29 589.5 ACRES
WALKER RYAN	14868	158	ABST 1507 BLK 28S T&P SEC 32 NW/4 158.0 ACRES

EXHIBIT B

Hackberry Creek Solar, LLC



Tax Abatement Agreement
between
Mitchell County and Hackberry Creek Solar, LLC

State of Texas	§
	§
County of Mitchell	§

This Tax Abatement Agreement ('Agreement") is made and entered into by and between Mitchell County, Texas ("County"), acting by and through its duly elected officers, Hackberry Creek Solar, LLC a Delaware Limited Liability Company ("Hackberry Creek Solar"), as owner of the Eligible Property (as hereinafter defined) to be located on the tract of land within the Reinvestment Zone, shown on Exhibit A to this Agreement.

Recitals

WHEREAS, the taxing unit, Mitchell County, has designated by order a reinvestment zone eligible for the abatement of real property ad valorem taxes.

WHEREAS Hackberry Creek Solar owns or will own real property located within the taxing jurisdiction of the taxing unit and within the Reinvestment Zone, to which Hackberry Creek Solar intends to make improvements as more specifically described herein.

WHEREAS the taxing unit finds that the terms of this Agreement, the tax abatement, and the property subject to this Agreement meet the Mitchell County Guidelines and Criteria for Granting Tax Abatements now in effect; and

WHEREAS the taxing unit desires to abate certain of the ad valorem taxes assessed against the real property.

I. Authorization

This Agreement is authorized by Chapter 312 of the Texas Tax Code as it exists on the effective date of this Agreement and by the Mitchell County Guidelines for Granting Tax Abatements as they exist on the effective date of this Agreement.

II. Definitions

As used in this Agreement, the following terms shall have the meaning set forth below:

A. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in a Reinvestment Zone.

B. "Calendar Year" means each year beginning on January 1 and ending on December 31.

C. "Certified Appraised Value" means the appraised value, for property tax purposes, of the property

within the Reinvestment Zone as certified by Mitchell County as of each January 1st, after a final determination of any valuation protest or appeal by Owner pursuant to applicable law, where nothing in this Agreement shall limit Owner's right to protest or appeal in accordance with applicable law any appraisal district appraisal or assessment.

D. "COD" means the date that the project commences Commercial Operations.

E. "Commencement of Construction" means the date upon which Owner or any party on behalf of Owner begins the grading or groundwork for any Improvements located at the Site.

F. "Commercial Operations" means that the project has become commercially operational and placed into service for the purpose of generating electricity for sale in one or more commercial markets.

G. "Eligible Property" means property eligible for Abatement under the Mitchell County Guidelines and Criteria for Granting Tax Abatements, including new, expanded or modernized buildings and structures; fixed machinery and equipment; site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the project or facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the Mitchell County Guidelines and Criteria for Granting Tax Abatements. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property located on the Real 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 or noncapitalized supplies.

H. "Improvements" mean the Eligible Property meeting the definition for Improvements or Tangible Personal Property provided by Section 1.04, (3)(A) and (5) of the Texas Tax Code and includes, but is not limited to, any building, structure, or fixture erected on or affixed to the land.

I. "Owner" means Hackberry Creek Solar the entity which owns the real and personal property interests for which abatement is being granted, and any assignee or successor in interest of Hackberry Creek Solar means and includes Owner.

J. "Prime Rate" means interest at the rate announced by the Wall Street Journal as of January 1 of each relevant Calendar Year 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 announced as of January 1 of each relevant Calendar Year 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.

K. "Real Property" means Eligible Property meeting the description for Real Property provided by Chapter 1 of the Texas Tax Code.

L. "Reinvestment Zone" means that certain Reinvestment Zone, as that term is defined by Chapter 312 of the Texas Tax Code, created by Mitchell County by that certain resolution dated August 12th 2024, duly passed by the Mitchell County Commissioners Court, a copy of which is attached hereto as Exhibit B.

M. "Site" means the land in the Reinvestment Zone on which Owner makes the Improvements for which the Abatement is granted hereunder.

N. "Assignee(s)" means any assignee of Owner or its direct or indirect assign, whether such assignee be

an affiliate of Owner or an unrelated third party.

III. Improvements

Owner agrees to make the following Improvements in consideration for the Abatement set forth in Section III of this Agreement:

A. Owner desires to use commercially reasonable efforts to construct Improvements on the Site with a currently anticipated overall nameplate capacity of approximately 175 megawatts-AC solar electric energy generating facility located in the Mitchell County Reinvestment Zone No. 1. Improvements will have an estimated initial market value of approximately two hundred million dollars ($200,000,000), although the actual amount will depend upon annual appraisals and specific decisions to be made by Owner in the future.

B. Improvements also shall include any other property in the Reinvestment Zone meeting the definition of "Eligible Property" that will be used at the Site to support the solar energy generation facility and perform other functions related to the distribution, storage, and transmission of electric power. County agrees that the substation, transmission lines, inverters, foundations, roadways, paving, fencing, posts, racking equipment, transformers, combining boxes, modules, panels, interconnection facilities, cabling, SCADA equipment, strings, harnessing, components, batteries, and all other related materials affixed to the land are fixtures that will constitute Improvements under this Agreement.

C. Owner contemplates that construction of the Improvements will begin end of Q3 2026 or earlier and shall be completed by Q4 2027. County recognizes that the above dates are "best estimates" at the time of this Agreement.

IV. Term and Value of Tax Abatement; Taxability of Property

A. Unless terminated earlier as provided elsewhere herein, this Agreement shall be effective upon execution by both parties and shall continue in effect until Owner has completed its responsibilities under Paragraph XIX.

B. The County and Owner specifically agree and acknowledge that the property in the Reinvestment Zone shall be taxable in the following ways before and during the term of this Agreement.

1. Property not eligible for Abatement, if any, shall be fully taxable if not otherwise exempt.

2. The Certified Appraised Value of property existing in the Reinvestment Zone prior to execution of this Agreement shall be fully taxable for the full term of this Agreement if not otherwise exempt; and

3. One Hundred Percent (100%) of property taxes levied on the Certified Appraised Value of Eligible Property shall be abated as set forth in Article IV (C)(1) below.

C. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of all County property taxes (including maintenance and operations, road, and debt service) as follows:

1. Beginning with the Calendar Year after the Calendar Year in which COD occurs and ending upon the conclusion of ten (10) full Calendar Years thereafter, Abatement is granted as follows:

    a. 100% of County property taxes on the Certified Appraised Value of all Improvements constructed in the Reinvestment Zone (and actually in place in the Reinvestment Zone) are abated; and

    b. 100% of County property taxes on the Certified Appraised Value of any and all otherwise Eligible Property, including but not limited to eligible personal property owned by Owner and located in the Reinvestment Zone, are abated.

2. The base year value for the proposed Improvements is zero and Owner owns no personal property located in the Reinvestment Zone as of the date of execution of this Agreement.

3. Owner prior to December 31 of the Calendar Year in which COD occurs shall deliver to the County written notice (the "Certificate") certifying the date on which the project has achieved Commercial Operations. Upon receipt of the notice, the County may inspect the property in accordance with this Agreement to determine that the Improvements are in place as certified. Owner's failure to issue a Certificate timely shall not disallow any otherwise applicable abatement or negate any obligation to pay a PILOT or an amount required by Paragraph IV (F), so long as Owner within thirty (30) days after notice by the County issues a required Certificate.

4. If Owner, at its sole election, desires that the ten-year abatement period commence prior to January 1 of the of the Calendar Year after the Calendar Year in which COD occurs, then Owner at any time prior to January 1 of the first year of such ten-year period may deliver a notice to the County stating such desire (a "Notice of Abatement Commencement"). If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement: "Owner elects for the ten-year Abatement period to begin on January 1, ____"; in which case the year stated in the Notice of Abatement Commencement shall be the first year of the Abatement period and the Abatement period shall extend for nine Calendar Years thereafter. Owner shall only be permitted to deliver a Notice of Abatement Commencement if it reasonably anticipates achieving COD during the next Calendar Year. There is no extension of the start date of or cessation of the 10-year Abatement Period if COD is not achieved "during the next calendar year" as referred to in the preceding sentence. Owner shall still be required to deliver the Certificate on or before the date required in the preceding paragraph.

5.

D. 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 any such exemptions shall not apply to the Improvements.

E. As principal consideration for this Abatement, Owner agrees to make an annual PILOT (Payment in Lieu of Taxes) payment to the County of Two Hundred Thousand Dollars ($200,000.00). Subject to Paragraph IV (C)(1), the first such payment shall be due and payable on January 31 of the Calendar Year following the first Calendar Year for which taxes are abated, and delinquent if not paid on or before 30 days after due, with the remaining nine (9) payments due and payable annually on or before January 31 thereafter and delinquent if not paid on or before 30 days thereafter. Owner shall remit each PILOT by check payable to Mitchell County, sent to the notice address provided by this Agreement, or by such other method as the parties may from time to time agree.

F. As secondary consideration for this Abatement, in addition to the PILOTs provided for in Section IV(E), Owner agrees to pay a sum total of One Million One Hundred Fifty Thousand Dollars ($1,150,000.00) to the County, with said sum payable in twelve installments, to be paid as follows:

1. the first payment of Seventy Five Thousand Dollars ($75,000.00) shall be due within thirty (30) days of the Commencement of Construction; and
2. the second payment of Seventy Five Thousand Dollars ($75,000.00) shall be due within thirty (30) days of the COD; and
3. the third payment of One Hundred Thousand Dollars ($100,000.00) shall be due and payable on January 31 of the Calendar Year following the first Calendar Year for which taxes are abated, and delinquent if not paid on or before 30 days after due, with the remaining nine (9) payments of One Hundred Thousand Dollars ($100,000.00) each, due and payable annually on or before January 31 thereafter and delinquent if not paid on or before 30 days thereafter.

Owner shall pay amounts due under this Paragraph (IV)(F) as directed by notice provided by the County, by check or electronic means to the payee specified by the County, and if the County fails to provide notice specifying a means of payment and payee Owner shall pay amounts due by check payable to Mitchell County, sent to the notice address provided by this Agreement. The County anticipates such payments will be deposited into a community investment fund dedicated to the Mitchell County Sports Complex, under control of the County; provided, Owner's sole obligation is to make payments as specified by this Paragraph (IV)(F).

V. Representations

The County and the Owner make the following representations:

A. Owner represents and agrees that if constructed (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Improvements to be placed on the property; (ii) the proposed Improvements will be constructed by the Owner, its successors and/or assigns and/or its contractors or subcontractors, (iii) use of the property in the Reinvestment Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, and (iv) all representations made in the Application for the Abatement are true and correct to the best of Owner's knowledge; provided, notwithstanding anything else herein, the incentives provided by this Agreement are conditioned on Owner constructing the Improvements but Owner is not obligated to construct the Improvements.

B. 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 Mitchell County Reinvestment Zone and this Agreement have been created in accordance with Chapter 312 of the Texas Tax Code and the Mitchell County Guidelines for Granting Tax Abatements as both exist on the effective date of this Agreement; (iii) this Agreement has been executed in accordance with Chapter 312 of the Texas Tax Code, the County's Guidelines for Granting Tax Abatements and other relevant Texas taw; and (iv) the property within the Reinvestment Zone is located within the legal boundaries of 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 Reinvestment Zone and this Agreement ; and (vi) to the best of its knowledge this Agreement is in compliance with all applicable laws and is a valid, binding, and fully enforceable agreement in accordance the terms hereof.

VI. Access to and Inspection of Property by County Employees

A. Owner shall allow the County's employees reasonable access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are completed and maintained in accordance with the specifications of Section III of this Agreement and to ascertain compliance with the terms and conditions of this Agreement. All such inspections shall be made on a date and at a time mutually agreeable to the parties only after giving the Owner seventy-two (72) hours' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of the Owner in attendance in accordance with all applicable safety standards.

B. Owner shall, on or before April 15th of each Calendar Year during the term hereof, certify annually to the County its compliance with this Agreement by providing written testament of the same to the County Judge.

VII. Default and Termination

A. The County may declare a default if the Owner violates any material term of this Agreement. If the County declares a default of this Agreement, then (subject to the immediately following sentence) this Agreement shall terminate, after notice and opportunity to cure as provided below, or the County may modify the Agreement upon mutual agreement with Owner. If Owner believes that such termination was improper, then Owner may file suit in the proper court challenging such termination. The County shall not declare a default when the circumstances are the result of "force majeure." "Force majeure" means any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of Owner), fires, tornadoes, explosions, floods, epidemics, pandemics, or strikes.

B. The County shall notify the Owner of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Owner shall have ninety (90) days from the date of such notice to cure any default, except that where fulfillment of any obligation requires activity over a longer period of time than 90 days, performance shall be commenced within ninety (90) days after the receipt of notice, and such performance shall be diligently continued until the default is cured. Hackberry Creek Solar shall maintain the right to cure any defect, including any defect caused by an Assignee of Hackberry Creek Solar; and the County shall provide notice of default to Hackberry Creek Solar when any such notice is provided to an Owner that is an Assignee. The County shall provide a copy of any notice of default to any Lender (as defined in Paragraph IX) or Assignee that the Owner has identified to the County.

C. An agreement made under Sections 312.205 (a)(4) and 312.205 (a)(7) of the Texas Tax Code must: "provide for recapturing property tax revenue lost as a result of the Agreement if the owner of the property fails to make the Improvements or repairs as provided by the Agreement; and provide that the governing body of the municipality may cancel or modify the Agreement if the property owner fails to comply with the Agreement", subject to the above provisions regarding notice and right to cure. Therefore, such rights and remedies as provided in the referenced Texas Tax Code are hereby incorporated herein.

D. Subject to Article VIII, cancellation or modification of the Agreement and/or recapture of property taxes, as appropriate under Section 312.205 of the Texas Tax Code, along with any reasonably incurred costs and fees, shall be the County's sole remedy in the event Owner fails to make the specified Improvements or take other action required by this Agreement. In the event of an uncured default by Owner, the amount of property taxes subject to recapture under this Agreement shall be reduced by the payments made to the County by Owner under Paragraph IV(E) of this Agreement.

E. The Certified Appraised Value listed in the County appraisal records shall be the standard used for calculating the amount of taxes to be recaptured by the County in the event of default by Owner under this agreement.

F. 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 NINETY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND, IF THE DEFAULT INVOLVES FAILURE TO MAKE IMPROVEMENTS UNDER THE AGREEMENT, RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

VIII. Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of the Owner to comply with any order, rule, statute or regulation of the County or the State of Texas; provided however, if any order, rule, statute, or regulation is passed after the effective date of the Agreement that alters the value of the tax abatement granted or increases the payment obligations of Owner to the County as set forth in Article IV, the Parties agree to amend this Agreement so that the net value of the Abatement to Owner and the payment obligations of the Owner to the County are (as closely as possible as is allowed by applicable law) the same as the original values and obligations set forth in Article IV of this Agreement as of the effective date.

IX. Assignment of Agreement

The parties agree that this Agreement may be assigned, in whole or in part, by Owner, to one or more Assignees, provided such assignment shall not be effective until twenty (20) days after Owner provides County with written notice of any such assignment. Upon such assignment and assumption, Owner 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. This Agreement may also be assigned, upon written notice to the County, by Owner to a lender to Owner or its affiliate with respect to the Improvements or any portion thereof or any property located thereon (a "Lender") or by a Lender to a third party after the Lender has exercised a right of foreclosure (or other similar right such as a transfer in lieu of foreclosure) to the Improvements or the project.

The Parties agree that a transfer of all or a portion of the ownership interests in Owner to a third party shall not be considered an assignment under the terms of this Agreement. But, if after such a transaction is consummated, the corporate name of the Owner is changed or the locally known name of the project is changed, then Owner shall provide notice of such changes to the County.

In addition to its rights under the preceding paragraph, Owner may mortgage, pledge, or otherwise encumber its interest in this Agreement or the Improvements or project to a Lender for the purpose of financing the operations of the Improvements or constructing the Improvements or acquiring additional equipment following any initial phase of construction. Owner's encumbering its interest in this Agreement may include an assignment of Owner's rights and obligations under this Agreement for purposes of granting a security interest in the Agreement. Further, Lender may permissibly include any entity or person providing, directly or indirectly, a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure; tax equity financing; any interest rate protection agreements to hedge any of the foregoing obligations; and/or any energy hedge provider. There may be more than one Lender. In the event Owner takes any of the actions permitted by this paragraph, it may provide written notice of such action to the County with such notice to include the name and notice information of the Lender. If Owner does not provide the name and notice information of a Lender to the County, then such Lender shall not have the notice rights of a Lender under this Agreement.

County shall provide such assistance as Owner or Assignee may reasonably request in connection with obtaining financing for the Improvements, the project, or any portion thereof. County agrees that it shall make available to Owner, Assignee and any Lender information relating to the Tax Abatement Agreement, and such other related matters as Owner or Assignee may reasonably request. County shall furnish such consents to assignment, estoppel certificates, certifications, and representations and opinions of counsel addressed to Owner or Assignee and such Lenders, as may be reasonably requested by Owner, Assignee, or Lender, and all reasonable costs incurred by County in executing and delivering such documents shall be borne by Owner or Assignee, if applicable. At Owner's or Assignee's request, County shall cooperate with the independent engineer or other advisors if any, or any Lender.

X. Notice

All notices shall be in writing and mailed by certified or registered mail or by recognized overnight delivery service as evidenced by a bill of lading. Any notice of communications shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be mailed to the following addresses:

To the Owner:	To the County:
Hackberry Creek Solar, LLC Attn: Texas Development	Mitchell County Judge
700 Universe Boulevard	349 Oak Street
Juno Beach, FL 33408	Colorado City, Texas 79512

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

XI. Severability

In the event any section or other part of this agreement is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section or other part. In the event that (i) the term or amount of the Abatement with respect to any property is longer than allowed by law, or (ii) 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.

XII. Applicable Law

This Agreement shall be construed under the laws of the State of Texas.

XIII. Amendment

Except as otherwise provided herein, the parties may modify this Agreement hereto upon mutual 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.

XIV. Dispute Resolution

The County and the Owner may mutually agree to attempt to resolve any dispute arising under this contract through an alternative dispute resolution procedure under the Texas Alternative Dispute Resolution Procedures Act, Chapter 154, Texas Civil Practice and Remedies Code.

XV. Guidelines and Criteria

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

XVI. Entire Agreement

This Agreement contains the entire and integrated Tax Abatement Agreements between the County and Owner, and supersedes all other negotiations and agreements, whether written or oral between the parties. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

XVII. Road Maintenance

Owner and its contractors and service providers shall have the right to use County roads and County-held rights-of-way and right-of-way easements during the construction of the project. If requested by Owner, the County shall provide a separate letter in a reasonable form, executed by the County Judge, that evidences the permission granted by the County to Owner to use the County roads and County-held rights-of-way and right-of-easements. The permitted uses shall include, during the planning and construction phases of its Improvements and thereafter during the operation and maintenance of easements for the Improvements, the following purposes: (a) for access and egress to and from the Improvements, (b) for temporary encroachment of the Improvements into the County roads and County -held rights-of-way and right-of-way easement, and (c) for overhead and underground crossings of said County roads and County-held right-of-way easements with (i) project electrical collection lines (and related facilities) interconnecting portions of the Improvements, and (ii) transmission lines connecting the improvements to the electrical grid power system.

During construction of the Improvements, Owner agrees to use commercially reasonable efforts to minimize

the disruption to County roads caused by the construction process and to repair any damage caused to County roads by Owner or its agents during the construction period. Owner shall have no obligation under this Article to repair or replace (in whole or in part) any County road that Owner actually uses if any party (or parties) other than Owner collectively causes fifty percent (50.00%) or more of the damage to such road. The County shall provide Owner with a copy of a condition report and the County will take reasonable steps to document use of the identified roads during the construction of improvements. A post-construction road inspection will be made to determine any cost to repair, and Owner will be provided a copy of said report and given an opportunity to challenge any alleged damages. If and to the extent any repairs subject to this Paragraph XVII are necessary, County shall be responsible for performing such repairs and Owner shall be responsible for reimbursing to the County the cost of such repairs, unless the parties agree that the Owner shall perform and bear the cost of specific repairs. This Article XVII shall serve as the road use agreement between Owner and the County with respect to the project that is the subject of this Agreement unless a later written agreement between Owner and the County is entered into as to road use as to such project.

XVIII. Coordination with Local First Responders

Upon the beginning of construction of the project, the owner will make commercially reasonable efforts to organize training for First Responders (Fire Fighters, Law Enforcement, and Emergency Medical Services) regarding solar farms and related facilities. The training will be presented by the appropriate third parties responsible for various portions of the project (construction, manufacturers). Once the project is fully operational, the owner will use commercially reasonably efforts to cause the company overseeing the operations of the project to organize or present additional training for First Responders.

XIX. Remediation

As required by the Guidelines, at the conclusion of the useful life of the project, the property will be remediated to its former state in all material respects. The remediation will not result in the imposition of recovery costs upon the County or underlying landowners where the project is based upon a leasehold interest. Further, the owner shall comply with the provisions of Texas Utilities Code Sec. 301.0003, including, without limitation, clauses (a), (b) and (c) thereof relating to the removal of the Improvements, as if such provisions of such Section were incorporated herein in their entirety. Owner's compliance at the conclusion of the project with the requirements of Texas Utilities Code Sec. 301.0003 shall be presumed to be remediation of the property to its former state in all material respects, and the County must provide written notice to Owner of further specific actions the County believes are necessary for remediation.

XX. 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 Owner from the County less any tax payments or payments in lieu of taxes remitted to the County with respect to the Improvements as of the date of such violation, 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 Prime Rate . The payment of interest shall be as if it had been accruing from the dates the abatements were granted to Owner until the date the amount due is repaid to the County.

XXI. No Israel Boycott.

In accordance with Section 2271.002 of the Texas Government Code, Owner verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

XXII. No Firearms Boycott.

To the extent Texas Government Code Chapter 2274 applies to this Agreement, Owner represents that: (i) Owner does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) Owner will not discriminate during the Term against a firearm entity or firearm trade association.

XXIII. No Energy Company Boycott.

To the extent Texas Government Code Chapter 2276 applies to this Agreement, Owner represents that: (i) Owner does not boycott energy companies; and (ii) Owner will not boycott energy companies during the Term.

XXIV. Not a Listed Company.

In accordance with Section 2252.152 of the Texas Government Code, the parties covenant and agree that Owner is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by Mitchell County on January 21, 2025 and by the Owner on _____, 2025 and is effective upon the execution of both parties hereto.

ATTEST/SEAL:
Mitchell County, Texas

Name: Mike Redwine
Title: County Judge

Carla Klem
County Clerk

COMMISSIONERS COURT COUNTY OF MITCHELL

Owner: Hackberry Creek Solar, LLC

_____
Printed Name: Mr. Anthony Pedroni
Title: Authorized Representative

Attest:
Executed by Mitchell County Judge on
21th day of January, 2025

Exhibit A

Project Area in Reinvestment Zone

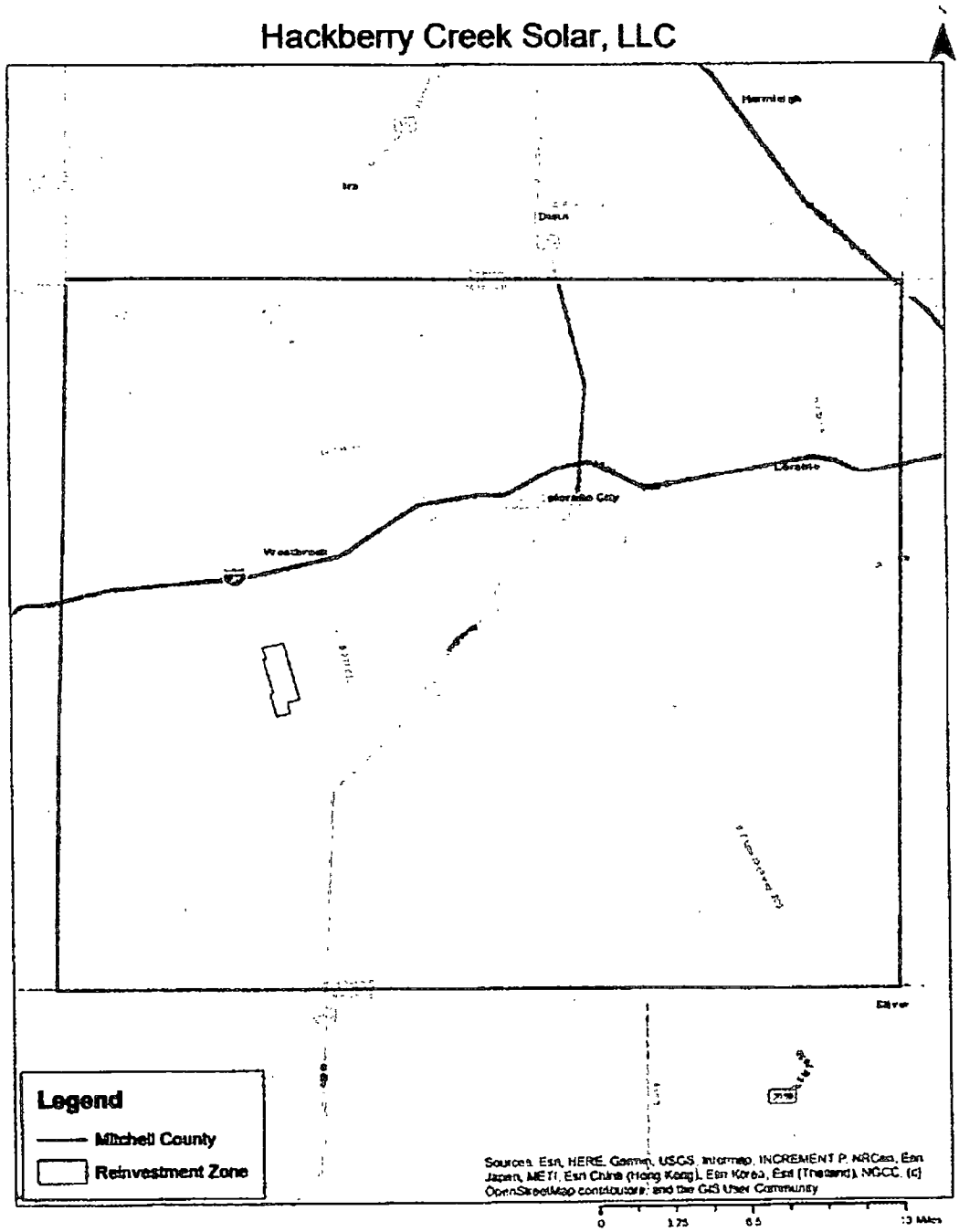


Exhibit B

ORDER DESIGNATING REINVESTMENT ZONE

FILED FOR RECORD

AUG 12 2024

AT 9:00 O'CLOCK A M

CORA A KEMP

COUNTY CLERK, MITCHELL COUNTY, TEXAS

ORDER OF THE COMMISSIONERS COURT OF MITCHELL COUNTY, TEXAS DESIGNATING, CREATING AND ESTABLISHING COUNTY REINVESTMENT ZONE NO. 1

WHEREAS, pursuant to Chapter 312, Subchapter C of the *Texas Property Tax Code* and the Mitchell County Tax Abatement Guidelines, the Mitchell County Commissioners Court is authorized to create county reinvestment zones for purposes of allowing for tax abatements to encourage the expansion and/or retention of primary employment, attract major investment to the zone, and contribute to the economic development of Mitchell County;

WHEREAS, Hackberry Creek Solar, LLC is proposing to develop and construct/install facilities and equipment for, and the operation of an approximately 175 MWAC solar electric generating system/facility, and all related equipment in an unincorporated area of Mitchell County (hereinafter "Project") on the property described in Exhibit "A" and on Exhibit "B" hereto which are attached hereto and incorporated herein by reference;

WHEREAS, notice of the consideration by the Commissioners Court of the creation of a County Reinvestment Zone having the same boundaries as the property boundaries set forth in Exhibits "A" and "B" and the public hearing thereon was given in accordance with Section 312.401 of the *Texas Property Tax Code*;

WHEREAS, a public hearing was held in accordance with Section 312.401 of the *Texas Property Tax Code*; and

WHEREAS, after considering the information before it, including input from the public hearing, the Commissioners Court finds that creation of the Reinvestment Zone is in the best interest of the County and its citizens.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF MITCHELL COUNTY, TEXAS THAT:

1. the above recitals are incorporated herein for all purposes;

2. the Commissioners Court hereby finds that the creation and establishment of a County Reinvestment Zone having the boundaries set forth in Exhibit "A" and Exhibit "B" would contribute to the retention or expansion of primary employment or would attract major investment in the zone that would be a benefit to the property to be included in the zone, would be a benefit to the taxing units with jurisdiction over the land after expiration of the Zone or any abatement agreements entered into for property within the Zone, would contribute to the economic development and tax base of Mitchell County; and would support the Texas economy and the environment by providing clean energy; and

3. County Reinvestment Zone No. having the boundaries set forth in Exhibits "A" and "B" is hereby created, designated and established, which Zone shall be eligible for tax abatement subject to the *Texas Property Tax Code*, the Mitchell County Tax Abatement Guidelines, and approval of any applicable Tax Abatement Agreements by this Commissioners Court and shall be Reinvestment Zone No. .

PASSED and APPROVED at a meeting of the Mitchell County Commissioners Court noticed and held in accordance with Chapter 551 of the *Government Code* on 8/12/24.

Mike Redwine, County Judge

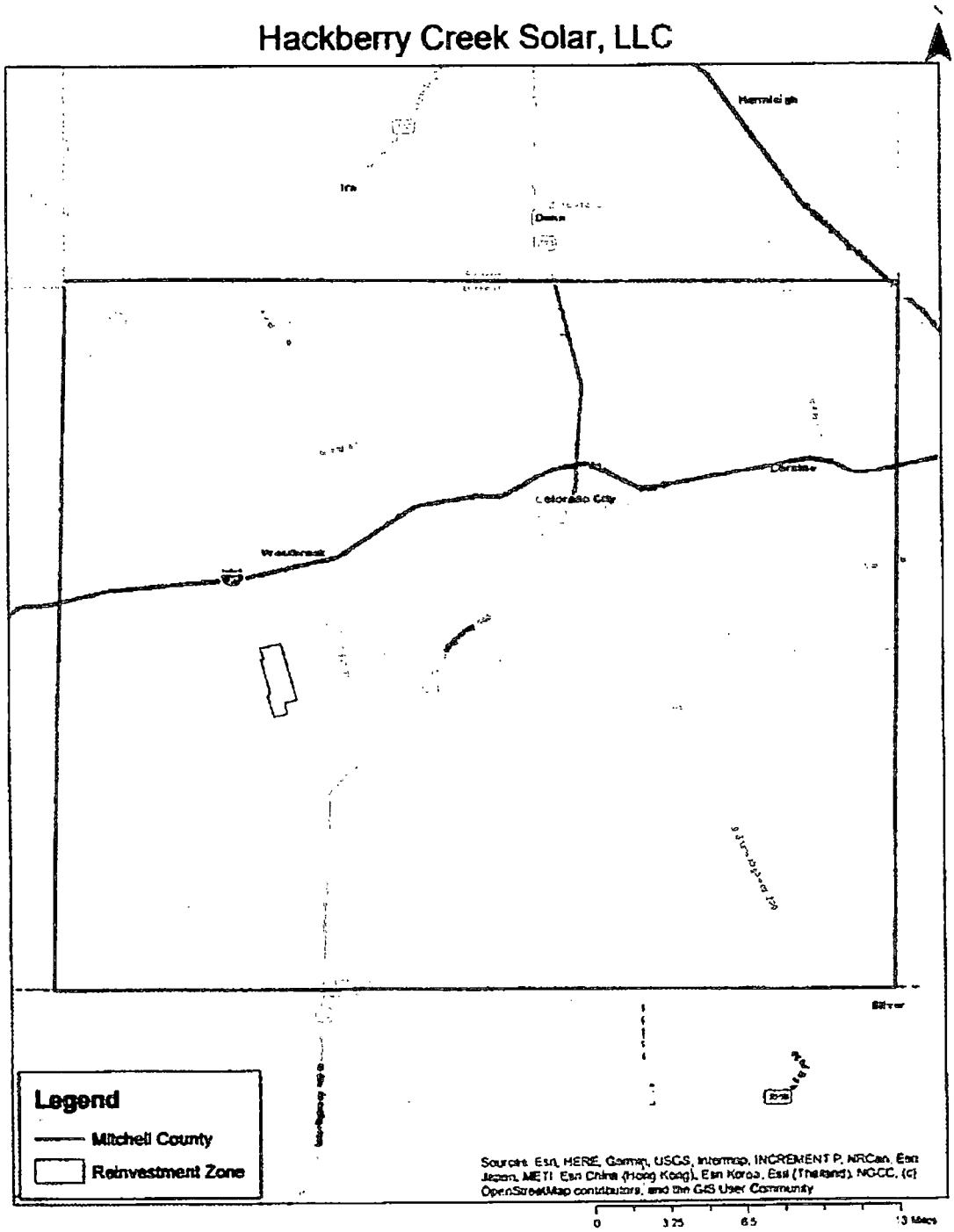
Attest:

County Clerk

COMMISSIONERS COURT COUNTY OF MITCHELL, TEX.

EXHIBIT A

OWNER	PARCEL ID	ACRES	LEGAL DESCRIPTION
MCCASLIN FAMILY TRUST	14821	317	ABST 548 BLK 28S T&P SEC 17 W/2 SW/4 317. ACRES
WALKER FARMS LTD	14830	552.65	ABST 1331 BLK 28S T&P SEC 20 E/PT OF W/2 & E/2 552.65 ACRES
WALKER FARMS LTD	14863	589.5	ABST 554 BLK 28S T&P SEC 29 589.5 ACRES
WALKER RYAN	14868	158	ABST 1507 BLK 28S T&P SEC 32 NW/4 158.0 ACRES

EXHIBIT B

Hackberry Creek Solar, LLC