AMENDMENT NO. 2
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES BETWEEN COOPER INDEPENDENT SCHOOL DISTRICT AND EAGLE SPRINGS SOLAR, LLC
(*Comptroller Application No. 1936*)

STATE OF TEXAS §
COUNTY OF DELTA §

This **AMENDMENT NO. 2 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this "**Amendment No. 2**") is entered into by and between **COOPER INDEPENDENT SCHOOL DISTRICT** (the "**District**"), a lawfully created independent school district of the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **EAGLE SPRINGS SOLAR, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32074487649 (the "**Applicant**"). The Applicant and the District may hereafter be referred together as the "**Parties**" and individually as a "**Party**." Undefined capitalized terms herein shall have the meaning given to them in the Agreement.

WHEREAS, on or about December 12, 2022, pursuant to Chapter 313 of the TEXAS TAX CODE, after conducting a public hearing on the matter, the District made factual findings (the "**Findings of Fact**"), and passed, approved, and executed that certain Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes dated December 12, 2022, by and between the District and Applicant (the "**Agreement**");

WHEREAS, pursuant to Section 10.2 of the Agreement, the Applicant has provided notice to the District that the Applicant seeks to (i) amend the size and scope of the Qualified Investment and Qualified Property, hereinafter referred to as the "**Amended Application**";

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the **"Comptroller"**) of the Amended Application and the request for this Amendment No. 2 on July 7, 2026, and the Comptroller issued its notice of completeness letter on July 24, 2026; issued its amended certification of the Amended Application on July 24, 2026; and approved the form of this Amendment No. 2 on July 24, 2026; and

WHEREAS, on August 31, 2026, after conducting a public hearing and providing interested persons an opportunity to be heard on the matter, the Board of Trustees determined that this Amendment No. 2 is in the best interest of the District and the State of Texas, and is consistent with and authorized by Chapter 313 of the TEXAS TAX CODE, and hereby approves this Amendment No. 2 and authorizes the District's representative, whose signature appears below, to execute and deliver such Amendment No. 2 to the Applicant.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual benefits to be derived by the Parties and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, and in compliance with Section 10.2 of the Agreement, the

undersigned Parties intending to be legally bound, do hereby covenant and agree to amend the Agreement as follows:

1. **Amendments.** The Agreement is hereby amended as follows:

   a. **Section 1.2 NEGOTIATED DEFINITIONS.** Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller's Rules, or Section 1.1 of Agreement, the conflict shall be resolved by reference to Section 10.9.C:

   "*Net Aggregate Limit*" means, for any Tax Year of this Agreement, the cumulative total of the Supplemental Payment Limitation, defined in Section 6.2.D, for such Tax Year and all previous years of the Agreement, less all amounts previously paid by or on behalf of the Applicant to the District under Article VI, below.

   "*Net Tax Benefit*" means, (i) the amount of maintenance and operations ad valorem taxes that the Applicant would have paid to the District for all Tax Years if this Agreement had not been entered into by the Parties, (ii) less the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District, plus (B) any payments due to the District under Section 4.2 of this Agreement.

   b. **Section 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT – SUBJECT TO SUPPLEMENTAL PAYMENT LIMITATION.**

      A. In any given Tax Year during the term of this Agreement, the District shall be entitled to receive a payment in an amount equal to the lesser of:

         i. The Applicant's Stipulated Supplemental Payment Amount, defined as Thirty Percent (30%) of the Applicant's Net Tax Benefit, as the term is defined in Section 1.2, above; or,
         ii. The Net Aggregate Limit, as the term defined in Section 1.2, above.

         Each such payment shall be referred to herein as a Supplemental Payment.

      B. It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant under this Article VI shall not exceed the limit imposed by the provisions of Texas Tax Code §313.027(i), as such limit is allowed to be increased by the Legislature for any future year of this Agreement.

      C. Applicant expressly agrees and warrants that Applicant will be obligated to have made Supplemental Payments to the District as stipulated above in Section 6.3. Subject to the limitations set forth in this Agreement, failure to make such payments shall be treated as a Material Breach of the Agreement and be subject to the provisions of Article IX, below.

c. **Sections 10.1.B and 10.1.C.** Sections 10.1.B and 10.1.C of the Original Agreement are deleted in their entirety and replaced with the following:

B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

Mrs. Amber Norris
Superintendent of Schools
Cooper ISD
350 W. McKinney
P.O. Box 478
Cooper, TX 75432
(903) 395-2111 – phone
(903) 395-2117 – fax
amber.norris@cooperbulldogs.net

With Copy To:
Ms. Shelly Leung
Director of Economic Development
Powell Law Group, LLP
108 Wild Basin Rd., Ste. 100
Austin, TX 78746
(512) 494-1177 – phone
(512) 494-1188 – fax
sleung@plg-law.com
cc: rlambert@plg-law.com

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

Mr. David Lillefloren
Authorized Signatory
c/o Sunraycer
901 Woodland Street
Nashville, TN 37206
(410) 948-3184 – phone
dlillefloren@sunraycer.com

With Copy To:
Mr. Nathan Krieger
Vice President of Project Development
c/o Sunraycer
901 Woodland Street
Nashville, TN 37206
(470) 834-5690 – phone
nkrieger@sunraycer.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

d. **Exhibit 3**. **EXHIBIT 3** to the Agreement is deleted in its entirety and replaced with the attached **EXHIBIT 3**.

e. **Exhibit 4**. **EXHIBIT 4** to the Agreement is deleted in its entirety and replaced with the attached **EXHIBIT 4**.

2. **Effect.** Except as modified and amended by the terms of this Amendment No. 2, all of the terms, conditions, provisions, and covenants of the Agreement are ratified and shall remain in full force and effect, and the Agreement and this Amendment No. 2 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 2 and the Agreement; the terms of this Amendment No. 2 shall prevail. A copy of this Amendment No. 2 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's internet website. A copy of this Amendment No. 2 shall be recorded with the official minutes of the meeting at which it has been approved, and a copy of this Amendment No. 2 shall also be recorded with the Findings of Fact in the official minutes of the meeting of December 12, 2022.

3. **Binding on Successors and Assigns.** The Agreement, as amended by this Amendment No. 2, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.

4. **Counterparts.** This Amendment No. 2 may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

5. **Electronic Delivery.** This Amendment No. 2 may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by email). The executing Party agrees to promptly deliver a complete, executed original or counterpart of this Amendment to the other executing Parties. This Amendment No. 2 shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

[*Signatures follow on the next page*]

Docusign Envelope ID: 15EF2122-A165-8E88-8021-8A9F720555F9

IN WITNESS HEREOF, the District and Applicant have caused this Amendment No. 2 to be executed and delivered by their duly authorized representatives as of the Effective Date below.

APPROVED AND EFFECTIVE as of the 31st day of August, 2026.

EAGLE SPRINGS SOLAR, LLC

Signed by:
David Lillefloren
D30D623643B9418...

BY: _____

DAVID LILLEFLOREN
AUTHORIZED SIGNATORY

COOPER INDEPENDENT SCHOOL DISTRICT

BY: _____

THOMAS DARDEN
BOARD PRESIDENT

ATTEST:

BY: _____

JASON CHOATE
BOARD SECRETARY

EXHIBIT 3
APPLICANT'S QUALIFIED INVESTMENT

The Applicant anticipates constructing a solar photovoltaic electric generating facility with an operating capacity of approximately 50 MWac and will cover a surface area of approximately 880 acres. 100% of the project will be located in the reinvestment zone and project boundary within Delta County and will be considered qualified investment for this application. The exact capacity and specific technology components will be determined during the development and design process. The facility includes eligible ancillary and necessary equipment, including the following property:

- Solar modules/panels
- Metal mounting system with tracking capabilities
- Battery or battery system
- Underground conduit, communications cables, and electric collection system wiring
- Combiner boxes
- A project substation including breakers, a transformer and meters
- Overhead transmission lines
- Inverter boxes on concrete pads
- Operations and maintenance facility
- Fencing for safety and security
- Telephone and internet communications system
- Meteorological equipment to measure solar irradiation and weather conditions

Batteries or battery system included in the Qualified Investment will only be used to store electricity generated by the solar panels included in the Project. This application covers all qualified investment in the reinvestment zone and project boundary within Cooper ISD necessary for commercial operations.

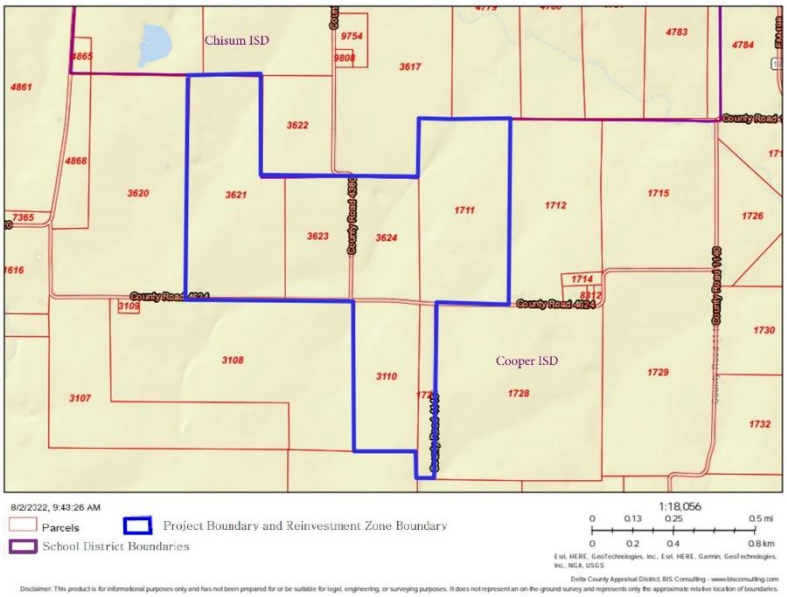

EXHIBIT 4
DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

The Applicant anticipates constructing a solar photovoltaic electric generating facility with an operating capacity of approximately 50 MWac and will cover a surface area of approximately 880 acres. 100% of the project will be located in the reinvestment zone and project boundary within Delta County and will be considered qualified property for this application. The exact capacity and specific technology components will be determined during the development and design process. The facility includes eligible ancillary and necessary equipment, including the following property:

- Solar modules/panels
- Metal mounting system with tracking capabilities
- Battery or battery system
- Underground conduit, communications cables, and electric collection system wiring
- Combiner boxes
- A project substation including breakers, a transformer and meters
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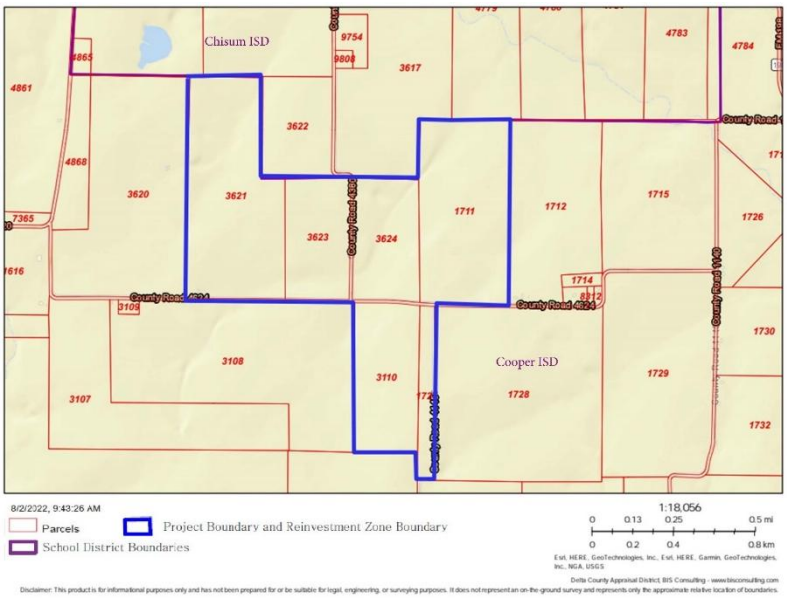
- Meteorological equipment to measure solar irradiation and weather conditions

Batteries or battery system included in the Qualified Property will only be used to store electricity generated by the solar panels included in the Project. This application covers all qualified property in the reinvestment zone and project boundary within Cooper ISD necessary for commercial operations.



AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES BETWEEN COOPER INDEPENDENT SCHOOL DISTRICT AND EAGLE SPRINGS SOLAR, LLC
(*Comptroller Application No. 1936*)

STATE OF TEXAS §
COUNTY OF DELTA §

This **AMENDMENT NO. 1 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this "**Amendment No. 1**") is entered into by and between **COOPER INDEPENDENT SCHOOL DISTRICT** (the "**District**"), a lawfully created independent school district of the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **EAGLE SPRINGS SOLAR, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32074487649 (the "**Applicant**"). The Applicant and the District may hereafter be referred together as the "**Parties**" and individually as a "**Party**." Undefined capitalized terms herein shall have the meaning given to them in the Agreement.

WHEREAS, on or about December 12, 2022, pursuant to Chapter 313 of the TEXAS TAX CODE, after conducting a public hearing on the matter, the District made factual findings (the "**Findings of Fact**"), and passed, approved, and executed that certain Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes dated December 12, 2022, by and between the District and Applicant (the "**Agreement**");

WHEREAS, pursuant to Section 10.2 of the Agreement, the Applicant has provided notice to the District that the Applicant seeks to (i) amend the start of the Tax Limitation Period to January 1, 2026; and (ii) amend the size and scope of the Qualified Investment and Qualified Property, hereinafter referred to as the "**Amended Application**";

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the **"Comptroller"**) of the Amended Application and the request for this Amendment No. 1 on August 19, 2024, and the Comptroller issued its notice of completeness letter on October 15, 2024; issued its amended certification of the Amended Application on October 15, 2024; and approved the form of this Amendment No. 1 on October 15, 2024; and

WHEREAS, on December 16, 2024, after conducting a public hearing and providing interested persons an opportunity to be heard on the matter, the Board of Trustees determined that this Amendment No. 1 is in the best interest of the District and the State of Texas, and is consistent with and authorized by Chapter 313 of the TEXAS TAX CODE, and hereby approves this Amendment No. 1 and authorizes the District's representative, whose signature appears below, to execute and deliver such Amendment No. 1 to the Applicant.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual benefits to be derived by the Parties and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, and in compliance with Section 10.2 of the Agreement, the

undersigned Parties intending to be legally bound, do hereby covenant and agree to amend the Agreement as follows:

1. **Amendments.** The Agreement is hereby amended as follows:

   a. **Sections 2.3.D and 2.3.E.** Sections 2.3.D and 2.3.E of the Original Agreement are deleted in their entirety and replaced with the following:

      D. The Tax Limitation Period for this Agreement:

         i. Starts on January 1, 2026, which is the first complete Tax Year that begins after the date of the commencement of Commercial Operation; and

         ii. Ends on December 31, 2035, which is the year the Tax Limitation Period starts as identified in Section 2.3.D.i. plus 9 years.

      E. The Final Termination Date for this Agreement is December 31, 2040, which is the last year of the Tax Limitation Period as defined in Section 2.3.D.ii. plus 5 years.

   b. **Section 6.3.** Section 6.3 of the Original Agreement is deleted in its entirety and replaced with the following:

      Section 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT. The District shall receive Supplemental Payments on the dates set forth in the following schedule:

Agreement Year	School Year	Tax Year	Payment Due Date	Supplemental Payment
Stub	2025 – 2026	2025	January 31, 2026	$100 x prior-year ADA
QTP1 / L1	2026 – 2027	2026	January 31, 2027	$100 x prior-year ADA
QTP2 / L2	2027 – 2028	2027	January 31, 2028	$100 x prior-year ADA
L3	2028 – 2029	2028	January 31, 2029	$100 x prior-year ADA
L4	2029 – 2030	2029	January 31, 2030	$100 x prior-year ADA
L5	2030 – 2031	2030	January 31, 2031	$100 x prior-year ADA
L6	2031 – 2032	2031	January 31, 2032	$100 x prior-year ADA
L7	2032 – 2033	2032	January 31, 2033	$100 x prior-year ADA
L8	2033 – 2034	2033	January 31, 2034	$100 x prior-year ADA
L9	2034 – 2035	2034	January 31, 2035	$100 x prior-year ADA
L10	2035 – 2036	2035	January 31, 2036	$100 x prior-year ADA
MVP1	2036 – 2037	2036	January 31, 2037	$100 x prior-year ADA
MVP2	2037 – 2038	2037	January 31, 2038	$100 x prior-year ADA
MVP3	2038 – 2039	2038	January 31, 2039	$100 x prior-year ADA

      Subject to Section 4.10, any limitations imposed by this Article VI, and the other terms of this Agreement, Applicant expressly agrees and warrants that Applicant will be obligated to have made Supplemental Payments to the District in an amount equal to the greater of Fifty Thousand Dollars ($50,000.00) or $100 multiplied by the District's Average Daily Attendance for the previous school year, for each Tax Year of this Agreement beginning with Tax Year 2025 and ending with Tax Year 2038. Subject to the limitations set forth in this Agreement, failure to make such payments shall be treated as a Material Breach of the Agreement and be subject to the provisions of Article IX, below.

c. **Sections 10.1.B and 10.1.C.** Sections 10.1.B and 10.1.C of the Original Agreement are deleted in their entirety and replaced with the following:

B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

	With Copy To:
Mrs. Amber Norris	Ms. Shelly Leung
Superintendent of Schools	Director of Economic Development
Cooper ISD	Powell Law Group, LLP
350 W. McKinney	108 Wild Basin Rd., Ste. 100
P.O. Box 478	Austin, TX 78746
Cooper, TX 75432	(512) 494-1177 – phone
(903) 395-2111 – phone	(512) 494-1188 – fax
(903) 395-2117 – fax	sleung@plg-law.com
amber.norris@cooperbulldogs.net	cc: rlambert@plg-law.com

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

	With Copy To:
Mr. David Lillefloren	Mr. Nathan Krieger
Authorized Signatory	Vice President of Project Development
c/o Sunraycer	c/o Sunraycer
901 Woodland Street	901 Woodland Street
Nashville, TN 37206	Nashville, TN 37206
(410) 948-3184 – phone	(470) 834-5690 – phone
dlillefloren@sunraycer.com	nkrieger@sunraycer.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

d. **Exhibit 3**. **EXHIBIT 3** to the Agreement is deleted in its entirety and replaced with the attached **EXHIBIT 3**.

e. **Exhibit 4**. **EXHIBIT 4** to the Agreement is deleted in its entirety and replaced with the attached **EXHIBIT 4**.

f. **Exhibit 5**. **EXHIBIT 5** to the Agreement is deleted in its entirety and replaced with the attached **EXHIBIT 5**.

2. **Effect.** Except as modified and amended by the terms of this Amendment No. 1, all of the terms, conditions, provisions and covenants of the Agreement are ratified and shall remain in full force and effect, and the Agreement and this Amendment No. 1 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 1 and the Agreement; the terms of this Amendment No. 1 shall prevail. A copy of this Amendment No. 1 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's internet website. A copy of this Amendment No. 1 shall be

recorded with the official minutes of the meeting at which it has been approved, and a copy of this Amendment No. 1 shall also be recorded with the Findings of Fact in the official minutes of the meeting of December 12, 2022.

3. **Binding on Successors and Assigns.** The Agreement, as amended by this Amendment No. 1, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.

4. **Counterparts.** This Amendment No. 1 may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

5. **Electronic Delivery.** This Amendment No. 1 may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by email). The executing Party agrees to promptly deliver a complete, executed original or counterpart of this Amendment to the other executing Parties. This Amendment No. 1 shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

[*Signatures follow on the next page*]

IN WITNESS HEREOF, the District and Applicant have caused this Amendment No. 1 to be executed and delivered by their duly authorized representatives as of the Effective Date below.

APPROVED AND EFFECTIVE as of the 16th day of December, 2024.

EAGLE SPRINGS SOLAR, LLC

BY: David Lillefloren

DAVID LILLEFLOREN
AUTHORIZED SIGNATORY

COOPER INDEPENDENT SCHOOL DISTRICT

BY:

THOMAS DARDEN
BOARD PRESIDENT

ATTEST:

BY:

JASON CHOATE
BOARD SECRETARY

EXHIBIT 3
APPLICANT'S QUALIFIED INVESTMENT

The Applicant anticipates constructing a solar photovoltaic electric generating facility with an operating capacity of approximately 57 MWac and will cover a surface area of approximately 880 acres. 100% of the project will be located in the reinvestment zone and project boundary within Delta County, and will be considered Qualified Investment for this application. The exact capacity and specific technology components will be determined during the development and design process. The facility includes eligible ancillary and necessary equipment, including the following property:

- Solar modules/panels
- Metal mounting system with tracking capabilities
- Battery or battery system
- Underground conduit, communications cables, and electric collection system wiring
- Combiner boxes
- A project substation including breakers, a transformer and meters
- Overhead transmission lines
- Inverter boxes on concrete pads
- Operations and maintenance facility
- Fencing for safety and security
- Telephone and internet communications system
- Meteorological equipment to measure solar irradiation and weather conditions

Batteries or battery system included in the Qualified Investment will only be used to store electricity generated by the solar panels included in the Project. This application covers all qualified investment in the reinvestment zone and project boundary within Cooper ISD necessary for commercial operations.

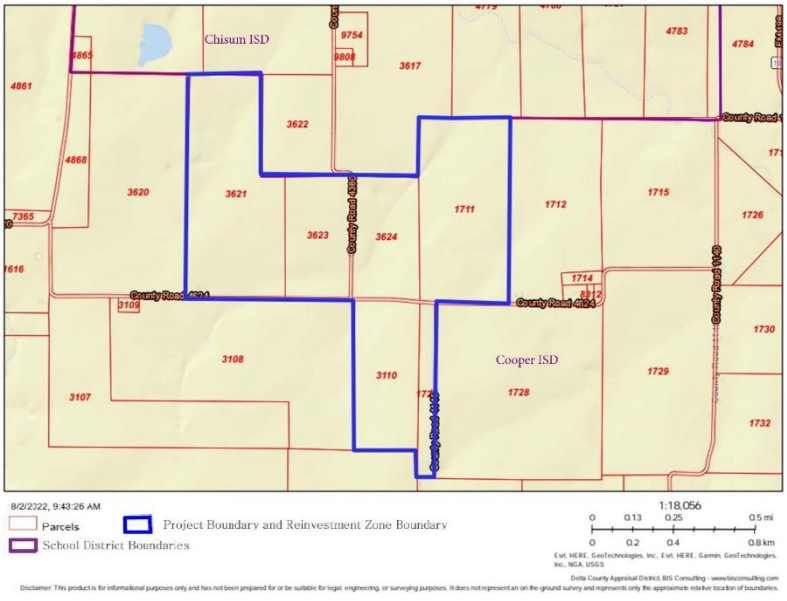


EXHIBIT 4
DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

The Applicant anticipates constructing a solar photovoltaic electric generating facility with an operating capacity of approximately 57 MWac and will cover a surface area of approximately 880 acres. 100% of the project will be located in the reinvestment zone and project boundary within Delta County, and will be considered Qualified Property for this application. The exact capacity and specific technology components will be determined during the development and design process. The facility includes eligible ancillary and necessary equipment, including the following property:

- Solar modules/panels
- Metal mounting system with tracking capabilities
- Battery or battery system
- Underground conduit, communications cables, and electric collection system wiring
- Combiner boxes
- A project substation including breakers, a transformer and meters
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- Meteorological equipment to measure solar irradiation and weather conditions

Batteries or battery system included in the Qualified Property will only be used to store electricity generated by the solar panels included in the Project. This application covers all qualified property in the reinvestment zone and project boundary within Cooper ISD necessary for commercial operations.

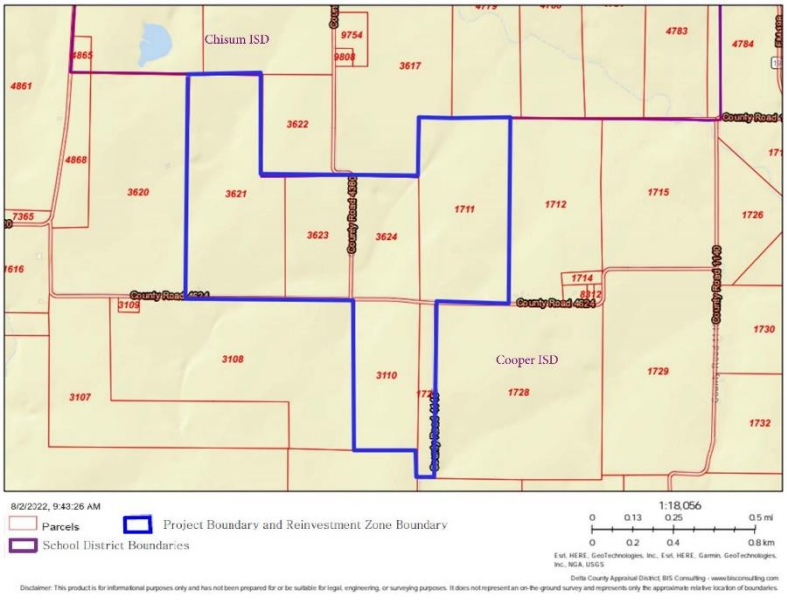

EXHIBIT 5
AGREEMENT SCHEDULE

	Agreement Year	School Year	Tax Year	Date of Appraisal	Summary Description
Pre-Limitation	STUB	2025 – 2026	2025	January 2, 2025	No Limitation
Limitation Period (10 Years)	QTP1 / L1	2026 – 2027	2026	January 1, 2026	$20 million
	QTP2 / L1	2027 – 2028	2027	January 1, 2027	$20 million
	L3	2028 – 2029	2028	January 1, 2028	$20 million
	L4	2029 – 2030	2029	January 1, 2029	$20 million
	L5	2030 – 2031	2030	January 1, 2030	$20 million
	L6	2031 – 2032	2031	January 1, 2031	$20 million
	L7	2032 – 2033	2032	January 1, 2032	$20 million
	L8	2033 – 2034	2033	January 1, 2033	$20 million
	L9	2034 – 2035	2034	January 1, 2034	$20 million
	L10	2035 – 2036	2035	January 1, 2035	$20 million
Maintain Viable Presence (5 Years)	MVP1	2036 – 2037	2036	January 1, 2036	No Limitation
	MVP2	2037 – 2038	2037	January 1, 2037	No Limitation
	MVP3	2038 – 2039	2038	January 1, 2038	No Limitation
	MVP4	2039 – 2040	2039	January 1, 2039	No Limitation
	MVP5	2040 – 2041	2040	January 1, 2040	No Limitation

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES

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by and between

COOPER INDEPENDENT SCHOOL DISTRICT

and

EAGLE SPRINGS SOLAR, LLC

(*Texas Taxpayer ID #* 32074487649)

Comptroller Application # 1936

Dated

December 12, 2022

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES

STATE OF TEXAS §
COUNTY OF DELTA §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this "Agreement," is executed and delivered by and between the **COOPER INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "District," a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **EAGLE SPRINGS SOLAR, LLC,** Texas Taxpayer Identification Number 32074487649 hereinafter referred to as the "Applicant." The Applicant and the District are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on May 16, 2022, the Superintendent of Schools of the Cooper Independent School District, acting as agent of the Board of Trustees of the District, received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

WHEREAS, on May 16, 2022, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCGB (Local), and agreed to consider the Application;

WHEREAS, the Application was delivered to the Texas Comptroller's Office for review pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, the District and the Texas Comptroller's Office have determined that the Application is complete and July 25, 2022, is the Application Review Start Date as that term is defined by 34 TEXAS ADMIN. CODE Section 9.1051;

WHEREAS, pursuant to 34 TEXAS ADMIN. CODE Section 9.1054, the Application was delivered to the Delta Appraisal District established in Delta County, Texas (the "Delta County Appraisal District"), pursuant to Section 6.01 of the TEXAS TAX CODE;

WHEREAS, the Texas Comptroller's Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on October 19, 2022, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

WHEREAS, the Board of Trustees has reviewed and carefully considered the economic impact evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller's Office pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, on December 12, 2022, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

WHEREAS, on December 12, 2022, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

WHEREAS, on December 12, 2022, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in *Section 313.051(b)* of the TEXAS TAX CODE;

WHEREAS, on December 2, 2022, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes;

WHEREAS, on December 12, 2022, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 DEFINITIONS. Wherever used in this Agreement, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning. Words or terms defined in 34 TEXAS ADMIN. CODE Section 9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEXAS ADMIN. CODE Section 9.1051.

"*Act*" means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, as amended.

"*Agreement*" means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Sections 10.2 and 10.3.

"*Applicant*" means Eagle Springs Solar, LLC, *(Texas Taxpayer ID # 32074487649)*, the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term "Applicant" shall also include the Applicant's assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

"*Applicant's Qualified Investment*" means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in **EXHIBIT 3** of this Agreement.

"*Applicant's Qualified Property*" means the Qualified Property of the Applicant to which the value limitation identified in the Agreement will apply and as more fully described in **EXHIBIT 4** of this Agreement.

"*Application*" means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by the Applicant on May 16, 2022. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

"*Application Approval Date*" means the date that the Application is approved by the Board of Trustees of the District and as further identified in Section 2.3.B of this Agreement.

"*Application Review Start Date*" means the later date of either the date on which the District issues its written notice that the Applicant has submitted a completed Application or the date on which the Comptroller issues its written notice that the Applicant has submitted a completed Application and as further identified in Section 2.3.A of this Agreement.

"*Appraised Value*" shall have the meaning assigned to such term in Section 1.04(8) of the TEXAS TAX CODE.

"*Appraisal District*" means the Delta Appraisal District.

"*Board of Trustees*" means the Board of Trustees of the Cooper Independent School District.

"Commercial Operation" means the date on which the Project described in the Application for Value Limitation Agreement becomes commercially operational and capable of being placed into service, such that it has been constructed and is capable of generating solar electric energy.

"*Comptroller*" means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

"*Comptroller's Rules*" means the applicable rules and regulations of the Comptroller set forth in Chapter 34 TEXAS ADMIN. CODE Chapter 9, Subchapter F, together with any court or administrative decisions interpreting same.

"*County*" means Delta County, Texas.

"*District*" *or* "*School District*" means the Cooper Independent School District, being a duly authorized and operating school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter C of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant's Qualified Property or the Applicant's Qualified Investment.

"*Final Termination Date*" means the last date of the final year in which the Applicant is required to Maintain Viable Presence and as further identified in Section 2.3.E of this Agreement.

"*Force Majeure*" means acts of God, war, fires, explosions, hurricanes, floods, pandemic, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each Party must inform the other in writing with proof of receipt within 60 business days of the existence of such Force Majeure or otherwise waive this right as a defense.

"*Land*" means the real property described on **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes.

"*Maintain Viable Presence*" *means* (i) the operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted; and (ii) the Applicant's maintenance of jobs and wages as required by the Act and as set forth in its Application.

"*Market Value*" shall have the meaning assigned to such term in Section 1.04(7) of the TEXAS TAX CODE.

"*New Qualifying Jobs*" means the total number of jobs to be created by the Applicant after the Application Approval Date in connection with the project that is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(3) of the TEXAS TAX CODE and the Comptroller's Rules.

"*New Non-Qualifying Jobs*" means the number of Non-Qualifying Jobs, as defined in 34 TEXAS ADMIN. CODE Section 9.1051(14), to be created by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

"*Qualified Investment*" has the meaning set forth in Section 313.021(1) of the TEXAS TAX CODE, as interpreted by the Comptroller's Rules.

"*Qualified Property*" has the meaning set forth in Section 313.021(2) of the TEXAS TAX CODE and as interpreted by the Comptroller's Rules and the Texas Attorney General, as these provisions existed on the Application Review Start Date.

"*Qualifying Time Period*" means the period defined in Section 2.3.C, during which the Applicant shall make investment on the Land where the Qualified Property is located in the amount required by the Act, the Comptroller's Rules, and this Agreement.

"*State*" means the State of Texas.

"*Supplemental Payment*" means any payments or transfers of things of value made to the District or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the Agreement and that is not authorized pursuant to Sections 313.027(f)(1) or (2) of the TEXAS TAX CODE, and specifically includes any payments required pursuant to Article VI of this Agreement.

"*Tax Limitation Amount*" means the maximum amount which may be placed as the Appraised Value on the Applicant's Qualified Property for maintenance and operations tax assessment in each Tax Year of the Tax Limitation Period of this Agreement pursuant to Section 313.054 of the TEXAS TAX CODE.

"*Tax Limitation Period*" means the Tax Years for which the Applicant's Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of this Agreement.

"*Tax Year*" shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (*i.e.*, the calendar year).

"*Taxable Value*" shall have the meaning assigned to such term in Section 1.04(10) of the TEXAS TAX CODE.

Section 1.2 NEGOTIATED DEFINITIONS. Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller's Rules, or Section 1.1 of Agreement, the conflict shall be resolved by reference to Section 10.9.C.

"*Applicable School Finance Law*" means Chapters 48, and 49 of the Texas Education Code, the Texas Economic Development Act (Chapter 313 of the Texas Tax Code), Chapter 403, Subchapter M, of the Texas Government Code applicable to District, and the Constitution and general laws of the State applicable to the school districts of the State for each and every year of this Agreement, including specifically, the applicable rule and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term includes any and all amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of Applicant's ad valorem tax obligation to District, either with or without

the limitation of property values made pursuant to this Agreement. For each year of this Agreement, the Applicable School Finance Law shall be interpreted to include all provisions made applicable for any calculations made for the specific year for which calculations are being made.

"*Lost M&O Revenue*" shall have the meaning set forth in Section 4.2 of this Agreement.

"*Maintenance and Operations Revenue*" means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the Texas Education Code, and Article VII § 3 of the Texas Constitution, plus (ii) all State revenues to which the District is or may be entitled under Chapter 48 of the Texas Education Code, or any other statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace the District's Maintenance and Operations Revenue lost as a result of such similar agreements, minus (iv) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 49 of the Texas Education Code, in each case, as any of the items in clauses (i), (ii), and (iv) above may be amended by Applicable School Finance Law from time to time, and plus or minus, as applicable, any other revenues, payments or amounts received or required to be reimbursed by the District from State and local funding for maintenance and operations purposes under Applicable School Finance Law, such that Maintenance and Operations Revenue shall be the net amount of all such revenues, payments, or other amounts which the District is entitled to receive and retain from State and local funding for maintenance and operations purposes under Applicable School Finance Law.

"*New M&O Revenue*" means, with respect to any school year, the total State and local Maintenance and Operations Revenue that the District received, after all adjustments have been made to such Maintenance and Operations Revenue in accordance with the provisions of the Applicable School Finance Law for such school year.

"*Original M&O Revenue*" means, with respect to any school year, the total State and local Maintenance and Operations Revenue that the District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Applicant's Qualified Property been subject to the ad valorem maintenance and operations tax at the tax rate actually adopted by the District for the applicable Tax Year. For purposes of this calculation, the Third Party will base its calculations upon actual local Taxable Values for each applicable Tax Year as certified by the Appraisal District for all taxable accounts in the District, except that with respect to the Applicant's Qualified Property during the Tax Limitation Period, such calculations shall use the Taxable Value for each applicable Tax Year of the Applicant's Qualified Property which is used for the calculation of the District's tax levy for debt service (interest and sinking fund) ad valorem tax purposes. For the calculation of Original M&O Revenue, the Taxable Value for Applicant's Qualified Property for maintenance and operations ad valorem tax purposes will not be used during the Tax Limitation Period.

"*Third Party*" shall have the meaning set forth in Section 4.3 of this Agreement.

ARTICLE II
AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

Section 2.1. AUTHORITY. This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Section 313.027 of the TEXAS TAX CODE.

Section 2.2. PURPOSE. In consideration of the execution and subsequent performance of the terms and obligations by the Applicant pursuant to this Agreement, identified in Sections 2.5 and 2.6 and as more fully specified in this Agreement, the value of the Applicant's Qualified Property listed and assessed by the County Appraiser for the District's maintenance and operation ad valorem property tax shall be the Tax Limitation Amount as set forth in Section 2.4 of this Agreement during the Tax Limitation Period.

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is July 25, 2022 which will be used to determine the eligibility of the Applicant's Qualified Property and all applicable wage standards.

B. The Application Approval Date for this Agreement is December 12, 2022.

C. The Qualifying Time Period for this Agreement:

i. Starts on January 2, 2025, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by §313.027(h) of the TEXAS TAX CODE; and

ii. Ends on December 31, 2027, the last day of the second complete Tax Year following the Qualifying Time Period start date.

D. The Tax Limitation Period for this Agreement:

i. Starts on January 1, 2028, first complete Tax Year that begins after the date of the commencement of Commercial Operation; and

ii. Ends on December 31, 2037, which is the year the Tax Limitation Period starts as identified in Section 2.3.D.i plus 9 years.

E. The Final Termination Date for this Agreement is December 31, 2042; which is the last year of the Tax Limitation Period as defined in Section 2.3.D.ii. plus 5 years.

F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Section 2.3.B. This Agreement, and the obligations and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Section 2.3.E, unless extended by the express terms of this Agreement.

Section 2.4. TAX LIMITATION. So long as the Applicant makes the Qualified Investment as required by Section 2.5, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

A. the Market Value of the Applicant's Qualified Property; or

B. Twenty Million Dollars ($20,000,000.00) based on Section 313.054 of the TEXAS TAX CODE.

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the Application Approval Date, as set out by Section 313.052 of the TEXAS TAX CODE.

Section 2.5. TAX LIMITATION ELIGIBILITY. In order to be eligible and entitled to receive the value limitation identified in Section 2.4 for the Qualified Property identified in Article III, the Applicant shall:

A. have completed the Applicant's Qualified Investment in the amount of Ten Million Dollars ($10,000,000.00) during the Qualifying Time Period;

B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and

C. pay an average weekly wage of at least $603.50 for all New Non-Qualifying Jobs created by the Applicant.

Section 2.6. TAX LIMITATION OBLIGATIONS. In order to receive and maintain the limitation authorized by Section 2.4, Applicant shall:

A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;

B. provide payments to the District that protect the District from the payment of extraordinary education- related expenses related to the project, as more fully specified in Article V;

C. provide such Supplemental Payments as more fully specified in Article VI;

D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and

E. "No additional conditions are identified in the certificate for a limitation on appraised value by the Comptroller for this project."

ARTICLE III
QUALIFIED PROPERTY

Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE. At the time of the Application Approval Date, the Land is within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description, and information concerning the designation, of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT. The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described in **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** unless amended pursuant to the provisions of Section 10.2 of this Agreement.

Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY. The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 4**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 4** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY. In addition to the requirements of Section 10.2 of this Agreement, if there is a material change in the Qualified Property described in **EXHIBIT 4**, then within 60 days from the date commercial operation begins, the Applicant shall provide to the District, the Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, and/or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Land to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property on the Land.

Section 3.5. QUALIFYING USE. The Applicant's Qualified Property described in Section 3.3 qualifies for a tax limitation agreement under Section 313.024(b)(1)–(5) of the TEXAS TAX CODE as renewable energy electric generation.

ARTICLE IV
PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF THE PARTIES. Subject only to the limitations contained in this Agreement, it is the intent of the Parties that the District shall, in accordance with the provisions of Section 313.027(f)(l) of the TEXAS TAX CODE, be compensated by Applicant for any loss that District incurs in its Maintenance and Operations Revenue in each year of this Agreement for which this Agreement was, in any manner, a producing cause, resulting, at least in part because of or on account of, the execution of this Agreement. Such payments shall be independent of, and in addition to such other payments as set forth in Article V and Article VI in this Agreement. Subject only to the limitations contained in this Agreement, it is the intent of the Parties that the risk of any and all negative financial consequences to the District's total annual Maintenance and Operations Revenue, to which the execution of this Agreement contributed in any matter, will be borne solely by Applicant and not by the District.

The Parties hereto expressly understand and agree that, for all Tax Years to which this Agreement may apply, the calculation of negative financial consequences will be defined for each applicable Tax Year in accordance with the Applicable School Finance Law, as defined in Section 1.2 above, and that such definition specifically contemplates that calculations made under this Agreement may well periodically change in accordance with changes made from time to time in the Applicable School Finance Law. The Parties further agree that the printouts and projections produced during the negotiations and approval of this Agreement are: (i) for illustrative purposes only, are not intended to be relied upon, and have not been relied upon by the Parties as a prediction of future

consequences to either Party to the Agreement; (ii) are based upon current School Finance Law, which is subject to change by statute, by administrative regulation, or by judicial decision at any time; and (iii) may change in future years to reflect changes in the Applicable School Finance Law.

Section 4.2. CALCULATING LOST M&O REVENUE. The Parties agree that notwithstanding anything to the contrary in this Article IV, Applicant shall satisfy its obligation to the District for Lost M&O Revenue with respect to any years under this Agreement in which the provisions of Applicable School Finance Law applicable to the calculation of Original M&O Revenue and New M&O Revenue are materially similar to those enacted by House Bill 3, 86th Texas Legislature by paying the District (A) for the first year of the Tax Limitation Period, an amount equal to (i) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for the first year of the Tax Limitation Period if this Agreement had not been entered into by the Parties; *minus*, (ii) the amount of maintenance and operations ad valorem school taxes actually paid by Applicant for such year; and (B) for the remaining years of the Tax Limitation Period, years second through the tenth, should the value of Applicant's Qualified Property exceed the appraised value of Applicant's Qualified Property in the year prior, an amount equal to (i) the amount of maintenance and operations ad valorem school taxes which the Applicant would have paid to the District for such year if this Agreement had not been entered into by the Parties; minus (ii) the amount of maintenance and operations ad valorem school taxes that would have been paid by Applicant for the prior year if this Agreement had not been entered into by the Parties. The Parties agree that such amounts are revenue protection payments based on the District's taxable value of property for the preceding tax year in satisfaction of TEXAS EDUCATION CODE Section 48.256(d). Furthermore, the Parties agree that any revenue protection payment calculated pursuant to this paragraph shall be paid to the District by January 31 following the year for which such payment is calculated, in accordance with Section 4.8 below.

With respect to any years in which the preceding paragraph does not apply, then subject to the limitations contained in this Agreement, the amount to be paid by Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, or for which this Agreement was the producing cause or substantial factor for each year starting in the first year of the Tax Limitation Period and ending on December 31st of the last year of the Tax Limitation Period, (the "Lost M&O Revenue") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

A. Subject to the limitations contained in this Section 4.2, the Lost M&O Revenue owed by Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue.

B. In making the calculations required by this Section 4.2 of this Agreement:

i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law as that law exists for each year for which the calculation is made.

ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property will be presumed to be one hundred percent (100%).

iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue, as calculated under this Section 4.2 of this

Agreement, results in a negative number, the negative number will be considered to be zero.

iv. For all calculations made for years during the Tax Limitation Period under Section 4.2 of this Agreement, New M&O Revenue will reflect the Tax Limitation Amount for such year.

v. All calculations made under this Section 4.2 shall be made by a methodology which isolates only the full Maintenance and Operations Revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District on account of or otherwise arising out of any other factors not contained in this Agreement.

C. All such payments owed and made by the Applicant to the District under this Section IV shall be independent of, and in addition to such other payments as set forth in Article V and Article VI in this Agreement.

Section 4.3. CALCULATIONS TO BE MADE BY THIRD PARTY. All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") selected and appointed each year by the District, subject to approval by Applicant in writing, which approval shall not be unreasonably withheld.

Section 4.4. DATA USED FOR CALCULATIONS. The calculations for payments under this Agreement shall be initially based upon the valuations that are placed upon all taxable property in the District, including the Applicant's Qualified Property, by the Appraisal District in its annual certified tax roll submitted to the District for each Tax Year pursuant to TEXAS TAX CODE § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected and appointed under Section 4.3. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

Section 4.5. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT. If the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property, and such appeal remains unresolved at the time the Third Party selected under Section 4.3 makes its calculations under this Agreement, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property by the Appraisal District. The calculations shall be readjusted, if necessary, based on the outcome of the appeal as set forth below. In the event that the Taxable Value of the Qualified Property is changed after an appeal of its valuation, or the Taxable Value is otherwise altered for any reason, the calculations required under Article IV of this agreement shall be recalculated by the Third Party at Applicant's sole expense using the revised property values.

If as a result of an appeal or for any other reason, the Taxable Value of the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties

shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years using the new Taxable Value. In the event the new calculations result in a change in any amount paid or payable by the Applicant under this Agreement, the Party from whom the adjustment is payable shall remit such amount to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

Section 4.6. DELIVERY OF CALCULATIONS. On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 4.3 of this Agreement shall forward to the Parties a certification containing the calculations required under this Article IV, Article V, Article VI, of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her, or its invoice for fees for services rendered to the Parties, if any fees are being claimed, which fee shall be the sole responsibility of the District, but subject to the provisions of Section 4.8, below. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's calculations, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation until four (4) years after the Final Termination Date of this Agreement. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement.

Section 4.7. STATUTORY CHANGES AFFECTING MAINTENANCE & OPERATION REVENUE. Notwithstanding any other provision in this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by the Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, because of its participation in this Agreement, the Applicant shall make payments to the District that are necessary to fully reimburse and hold the District harmless from any actual negative impact on the District's Maintenance and Operation Revenue as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on the District. Such payment shall be made no later than thirty (30) days following notice from the District of such determination and calculation. The District shall use reasonable efforts to mitigate the economic effects of any such statutory change or administrative interpretation, and if the Applicant disagrees with any calculation or determination by the District of any adverse impact described in this Article IV, the Applicant shall have the right to appeal such calculation or determination in accordance with the procedures set forth in Section 4.9.

Section 4.8. PAYMENT BY APPLICANT. Subject to Section 4.9 below, the Applicant shall pay any amount determined by the Third Party to be due and owing to the District under this Agreement on or before the January 31 of the year next following the tax levy for each year for which this Agreement is effective; provided that Applicant shall have the option – in its sole discretion – to make prepayments to the District at any time toward Applicant's future liabilities

under this Agreement. Any such prepayments shall be deducted from amounts due and owing by Applicant on the next bill or bills issued by the Third Party until the full amount of such prepayments have been credited to Applicant . Subject to the limitation set forth in this Section 4.8 below, by such date, the Applicant shall also pay any amount billed by the Third Party for all calculations under this Agreement under Section 4.4, above, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or other reimbursement applications filed with or sent to the State of Texas, for any audits conducted by the State Auditor's Office, or for other legal expenses which are, or may be required under the terms of, or because of, the execution of this Agreement. The Applicant shall only be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.8 not to exceed Fifteen Thousand Dollars ($15,000.00) for any Tax Year during the Tax Limitation Period, and for any Tax Year during the term of this Agreement for which the Comptroller's Biennial Report is required. For any Tax Year outside of the Tax Limitation Period and for which the Comptroller's Biennial Report is not required, Applicant shall not be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.8 which exceeds Seven Thousand, Five Hundred Dollars ($7,500.00).

Section 4.9. DISPUTE RESOLUTION PERTAINING TO THIRD PARTY CALCULATIONS. Should the Applicant disagree with the Third Party calculations made pursuant to this Article IV of this Agreement, the Applicant may dispute the findings, in writing, to the Third Party within thirty (30) days following the later of (i) receipt of the certification, or (ii) the date the Applicant is granted access to the books, records, and other information in accordance with Section 4.4 for purposes of auditing or reviewing the information in connection with the certification. Within thirty (30) days of receipt of the Applicant's dispute in writing, the Third Party will issue, in writing, a final determination of the calculations. Thereafter, the Applicant may further dispute the final determination, in writing, of the certification containing the calculations to the District's Board of Trustees within thirty (30) days after receipt of the final determination of the calculations from the Third Party. Applicant shall be responsible for ensuring timely submission of all payments calculated under Article IV by the Third Party owed to the District even if Applicant disputes the Third-Party calculations and is appealing the Third Party's determination. Any overage in payment as determined by the Third Party and/or Board of Trustees, if any, shall be reimbursed to the Applicant, within 30 days, upon resolution of the dispute. Any dispute by the Applicant of the final determination of calculations shall in no way limit the Applicant's other rights and remedies available hereunder, at law or in equity.

Section 4.10. OPTION TO TERMINATE AGREEMENT. In the event the Applicant determines that it will not commence or complete construction of the Applicant's Qualified Investment, the Applicant shall have the option, prior to the commencement of the Tax Limitation Period, to terminate this Agreement pursuant to Section 7.1 by notifying the District in writing of its exercise of such option. Applicant shall pay any payments due and not yet paid as of termination under Articles IV, V, or Supplemental Payments payable under Article VI for the year of termination including payments deferred from prior years pursuant to Section 6.3, within thirty (30) days after Applicant delivers its termination election. Any termination of this Agreement under the foregoing provision of this Section 4.10 shall be effective immediately.

ARTICLE V
PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES

Section 5.1. PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES. In addition to the amounts determined pursuant to Articles IV and VI of this Agreement, the Applicant on an annual basis shall also indemnify and reimburse the District for the following: all non-reimbursed costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses arising out of, through and from, the execution of this Agreement and/or related to this project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment caused directly by such project. Applicant shall have the right to contest the findings of the District's external auditor pursuant to Section 4.9 above.

ARTICLE VI
SUPPLEMENTAL PAYMENTS

Section 6.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS. In interpreting the provisions of this Article VI, the Parties agree that, in addition to undertaking the responsibility for the payment of all of the amounts set forth under Articles IV and V, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for the Supplemental Payments set forth in this Article VI. The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313 of the TEXAS TAX CODE, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the obligation for Supplemental Payments under this Article VI are separate and independent of the obligation of the Applicant to pay the amounts described in Articles IV and V; and that all payments under Article VI are subject to the separate limitations contained in Section 6.2 and Section 6.3. Each Supplemental Payment shall be due and payable on January 31st of the year following that in which such Supplemental Payment is accrued.

Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION. Notwithstanding the foregoing:

A. the total of the Supplemental Payments made pursuant to this Article shall not exceed for any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars ($100.00) per student per year in average daily attendance, as defined by Section 48.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars ($50,000.00) per year times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Application;

B. Supplemental Payments may only be made during the period starting the first year of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period.

C. the limitation in Section 6.2.A does not apply to amounts described by Section 313.027(f)(1)–(2) of the TEXAS TAX CODE as implemented in Articles IV and V of this Agreement.

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of $50,000 or $100 multiplied by the District's Average Daily Attendance as calculated pursuant to Section 48.005 of the TEXAS EDUCATION CODE, based upon the District's Average Daily Attendance for the previous school year.

Section 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT. The District shall receive Supplemental Payments on the dates set forth in the following schedule:

Agreement Year	School Year	Tax Year	Payment Due Date	Supplemental Payment
Stub	2025 – 2026	2025	January 31, 2026	$100 x prior-year ADA
QTP1	2026 – 2027	2026	January 31, 2027	$100 x prior-year ADA
QTP2	2027 – 2028	2027	January 31, 2028	$100 x prior-year ADA
L1	2028 – 2029	2028	January 31, 2029	$100 x prior-year ADA
L2	2029 – 2030	2029	January 31, 2030	$100 x prior-year ADA
L3	2030 – 2031	2030	January 31, 2031	$100 x prior-year ADA
L4	2031 – 2032	2031	January 31, 2032	$100 x prior-year ADA
L5	2032 – 2033	2032	January 31, 2033	$100 x prior-year ADA
L6	2033 – 2034	2033	January 31, 2034	$100 x prior-year ADA
L7	2034 – 2035	2034	January 31, 2035	$100 x prior-year ADA
L8	2035 – 2036	2035	January 31, 2036	$100 x prior-year ADA
L9	2036 – 2037	2036	January 31, 2037	$100 x prior-year ADA
L10	2037 – 2038	2037	January 31, 2038	$100 x prior-year ADA
MVP1	2038 – 2039	2038	January 31, 2039	$100 x prior-year ADA
MVP2	2039 – 2040	2039	January 31, 2040	$100 x prior-year ADA
MVP3	2040 – 2041	2040	December 31, 2040	$100 x prior-year ADA

Subject to Section 4.10, any limitations imposed by this Article VI, and the other terms of this Agreement, Applicant expressly agrees and warrants that Applicant will be obligated to have made Supplemental Payments to the District in an amount equal to the greater of Fifty Thousand Dollars ($50,000.00) or $100 multiplied by the District's Average Daily Attendance for the previous school year, for each Tax Year of this Agreement beginning with Tax Year 2025 and ending with Tax Year 2040. Subject to the limitations set forth in this Agreement, failure to make such payments shall be treated as a Material Breach of the Agreement and be subject to the provisions of Article IX, below.

Section 6.4. ANNUAL LIMITATION. Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period beginning after the first Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the District under Articles IV, V, and VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Article IV of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due

from the Applicant to the District under Articles IV, V, and VI shall be deferred and carried forward from year to year until paid in full.

ARTICLE VII
ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

Section 7.1. EFFECT OF OPTIONAL TERMINATION. Upon the exercise of the option to terminate, this Agreement shall terminate and be of no further force or effect; provided, however, that:

A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged; and

B. the provisions of this Agreement regarding payments (including liquidated damages and tax payments), records and dispute resolution shall survive the termination or expiration of this Agreement.

ARTICLE VIII
ADDITIONAL OBLIGATIONS OF APPLICANT

Section 8.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall Maintain Viable Presence in the District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure.

Section 8.2. REPORTS. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall submit all reports required from time to time by the Comptroller, listed in 34 TEXAS ADMIN. CODE Section 9.1052 and as currently located on the Comptroller's website, including all data elements required by such form to the satisfaction of the Comptroller on the dates indicated on the form or the Comptroller's website and starting on the first such due date after the Application Approval Date.

Section 8.3. COMPTROLLER'S REPORT ON CHAPTER 313 AGREEMENTS. During the term of this Agreement, both Parties shall provide the Comptroller with all information reasonably necessary for the Comptroller to assess performance under this Agreement for the purpose of issuing the Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

Section 8.4. DATA REQUESTS. Upon the written request of the District, the State Auditor's Office, the Appraisal District, or the Comptroller during the term of this Agreement, the Applicant,

the District or any other entity on behalf of the District shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its rights, obligations or responsibilities, including, but not limited to, any employment obligations which may arise under this Agreement.

Section 8.5. SITE VISITS AND RECORD REVIEW. The Applicant shall allow authorized employees of the District, the Comptroller, the Appraisal District, and the State Auditor's Office to have reasonable access to the Applicant's Qualified Property and business records from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property.

A. All inspections will be made at a mutually agreeable time after the giving of not less than ninety-six (96) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property.

B. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret, or is subject to a confidentiality agreement with any third party.

Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR. By executing this Agreement, implementing the authority of, and accepting the benefits provided by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their performance pursuant to its terms are subject to review and audit by the State Auditor as if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

A. The District and the Applicant shall maintain and retain supporting documents adequate to ensure that claims for the Tax Limitation Amount are in accordance with applicable Comptroller and State of Texas requirements. The Applicant and the District shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the latest occurring date of:

i. date of submission of the final payment;
ii. Final Termination Date; or
iii. date of resolution of all disputes or payment.

B. During the time period defined under Section 8.6.A, the District and the Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to this Agreement; the Applicant's Application; and the Applicant's Qualified Property, Qualified Investment, New Qualifying Jobs, and wages paid for New Non- Qualifying Jobs such as work papers, reports, books, data, files, software, records, calculations, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by the Comptroller, State Auditor's Office, State of Texas or their authorized representatives. The Applicant and the District shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with

prompt access to all of such property as requested by the Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, the Applicant's or the District's failure to comply with this Section shall constitute a Material Breach of this Agreement.

C. In addition to and without limitation on the other audit provisions of this Agreement, the acceptance of tax benefits or funds by the Applicant or the District or any other entity or person directly under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Applicant or the District or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties agree that this Agreement shall for its duration be subject to all rules and procedures of the State Auditor acting under the direction of the legislative audit committee.

D. The Applicant shall include the requirements of this Section 8.6 in its subcontract with any entity whose employees or subcontractors are subject to wage requirements under the Act, the Comptroller's Rules, or this Agreement, or any entity whose employees or subcontractors are included in the Applicant's compliance with job creation or wage standard requirement of the Act, the Comptroller's Rules, or this Agreement.

Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without which the Comptroller would not have approved this Agreement and the District would not have executed this Agreement. By signature to this Agreement, the Applicant:

A. represents and warrants that all information, facts, and representations contained in the Application are true and correct to the best of its knowledge;

B. agrees and acknowledges that the Application and all related attachments and schedules are included by reference in this Agreement as if fully set forth herein; and

C. acknowledges that if the Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is subsequently determined that the Applicant has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Application or this Agreement, the Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by Section 9.2 of this Agreement.

ARTICLE IX
MATERIAL BREACH OR EARLY TERMINATION

Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT. The Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions (each a "Material Breach"):

A. The Application, any Application Supplement, or any Application Amendment on which this Agreement is approved is determined to be inaccurate as to any material representation, information, or fact or is not complete as to any material fact or representation or such application;

B. The Applicant failed to complete Qualified Investment as required by Section 2.5.A. of this Agreement during the Qualifying Time Period;

C. The Applicant failed to create and maintain the number of New Qualifying Jobs required by the Act;

D. The Applicant failed to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application;

E. The Applicant failed to pay at least the average weekly wage of all jobs in the county in which the jobs are located for all New Non-Qualifying Jobs created by the Applicant;

F. The Applicant failed to provide payments to the District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;

G. The Applicant failed to provide the payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project to the extent and in the amounts that the Applicant agreed to provide such payments in Article V of this Agreement;

H. The Applicant failed to provide the Supplemental Payments to the extent and in the amounts that the Applicant agreed to provide such Supplemental Payments in Article VI of this Agreement;

I. The Applicant failed to create and Maintain Viable Presence on or with the Qualified Property as more fully specified in Article VIII of this Agreement;

J. The Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of the Comptroller;

K. The Applicant failed to provide the District or the Comptroller with all information reasonably necessary for the District or the Comptroller to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement;

L. The Applicant failed to allow authorized employees of the District, the Comptroller, the Appraisal District, or the State Auditor's Office to have access to the Applicant's Qualified Property or business records in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property under Sections 8.5 and 8.6;

M. The Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with this Agreement;

N. The Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on Appraised Value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles IV, V and VI of this Agreement;

O. The Applicant failed to comply with the conditions included in the certificate for limitation issued by the Comptroller.

Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.

A. Prior to making a determination that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in breach of its obligations under this

Agreement, or that it has cured or undertaken to cure any such breach.

B. If the Board of Trustees is not satisfied with such response or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to:

i. whether or not a breach of this Agreement has occurred;
ii. whether or not such breach is a Material Breach;
iii. the date such breach occurred, if any;
iv. whether or not any such breach has been cured; and

C. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall at that time determine:

i. the amount of recapture taxes under Section 9.4.C (net of all credits under Section 9.4.C);

ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and

iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.

D. After making its determination regarding any alleged breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a "Determination of Breach and Notice of Contract Termination") and provide a copy to the Comptroller.

Section 9.3. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have sixty (60) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within thirty (30) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Delta County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator's fees and expenses and the Applicant shall bear one-half of such mediator's fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with such mediation.

B. In the event that any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 9.3.A, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a state district court in Delta County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the sixty (60) days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

Section 9.4. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT.

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 7.1 of this Agreement, the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of the notice of breach.

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the thirty (30) days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

C. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem taxes for all of the Tax Years for which a tax limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 9.4.E. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Articles IV, V, and VI. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

D. In the event that the District determines that the Applicant has committed a Material Breach identified in Section 9.1, after the notice and mediation periods provided by Sections 9.2 and 9.3, then the District may, in addition to the payment of liquidated damages required pursuant to Section 9.4.C, terminate this Agreement.

E. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes less all credits under Section 9.4.C owed for each Tax Year during the Tax Limitation Period. The District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount calculated for such Tax Year less all credits under Section 9.4.C had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX CODE, or its successor statute. Interest on said amounts shall be calculated in accordance with the

methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

Section 9.5. LIMITATION OF OTHER DAMAGES. Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, the District's damages for such a default shall under no circumstances exceed the amounts calculated under Section 9.4. In addition, the District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement. The Parties further agree that the limitation of damages and remedies set forth in this Section 9.5 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT. Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make Ten Million Dollars ($10,000,000.00) of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

Section 9.7. REMEDY FOR FAILURE TO CREATE AND MAINTAIN REQUIRED NEW QUALIFYING JOBS. Pursuant to Section 313.0276 of the TEXAS TAX CODE, for any full Tax Year that commences after the project has become operational, in the event that it has been determined that the Applicant has failed to meet the job creation or retention requirements defined in Sections 9.1.C, the Applicant shall not be deemed to be in Material Breach of this Agreement until such time as the Comptroller has made a determination to rescind this Agreement under Section 313.0276 of TEXAS TAX CODE, and that determination is final.

Section 9.8. REMEDY FOR FAILURE TO CREATE AND MAINTAIN COMMITTED NEW QUALIFYING JOBS

A. In the event that the Applicant fails to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application, an event constituting a Material Breach as defined in Section 9.1.D, the Applicant and the District may elect to remedy the Material Breach through a penalty payment.

B. Following the notice and mediation periods provided by Sections 9.2 and 9.3, the District may request the Applicant to make a payment to the State in an amount equal to: (i) multiplying the maintenance and operations tax rate of the school district for that Tax Year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the market value of the property identified on the Appraisal District's records for each tax year the Material Breach occurs.

C. In the event that there is no tax limitation in place for the tax year that the Material Breach occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and operations tax rate of the School District for each tax year that the Material

Breach occurs by (ii) the amount obtained after subtracting (a) the tax limitation amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

D. The penalty shall be paid no later than 30 days after the notice of breach and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE.

ARTICLE X.
MISCELLANEOUS PROVISIONS

Section 10.1. INFORMATION AND NOTICES.

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (*e.g.*, by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

Ms. Denicia Hohenberger
Superintendent of Schools
Cooper ISD
350 W. McKinney
Cooper, Texas 75432
Phone: (903) 395-2111
Fax: (903) 395-2117
Email: denicia.hohenberger@cooperbulldogs.net

With Copy To:
Ms. Shelly Leung, Director
Powell Law Group, LLP
108 Wild Basin Road, Suite 100
Austin, Texas 78746
Phone: (512) 494-1177
Fax: (512) 494-1188
Email: sleung@plg-law.com
cc: rlambert@plg-law.com

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

Mr. Jungwoo Kim
Authorized Signatory
Eagle Springs Solar, LLC
5601 E.Slauson Ave, Suite 101
Commerce, California 90040
Phone: (916) 439-9975
Email: jungwoo8.kim@samsung.com

With Copy To:
Mr. Jaeyoon Koo
Development Manager
Eagle Springs Solar, LLC
5601 E.Slauson Ave, Suite 101
Commerce, California 90040
Phone: (822) 21445-2798
Email: jae.koo@samsung.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

D. A copy of any notice delivered to the Applicant shall also be delivered to any lender

for which the Applicant has provided the District notice of collateral assignment information pursuant to Section 10.3.C, below.

Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of Section 10.2.B. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

B. By official action of the District's Board of Trustees, the Application and this Agreement may only be amended according to the following:

i. The Applicant shall submit to the District and the Comptroller:

a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;

b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;

c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;

ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and

iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

C. Any amendment of the Application and this Agreement adding additional or replacement Qualified Property pursuant to this Section 10.2 of this Agreement shall:

i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;

ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

D. The Application and this Agreement may not be amended to extend the value limitation time period beyond its ten-year statutory term.

E. The Comptroller determination made under Section 313.026(c)(2) of the TEXAS TAX CODE in the original certificate for a limitation satisfies the requirement of the Comptroller to make the same determination for any amendment of the Application and this Agreement, provided that the facts upon which the original determination was made have not changed.

F. The Applicant shall amend the Application and this Agreement to identify the changes in the information that was provided in the Application and was approved by the District and as considered by the Comptroller no earlier than 180 days and no later than 90 days prior to the start of the Qualifying Time Period as identified in Section 2.3.C.i of this Agreement.

i. The Applicant shall comply with written requests from the District or the Comptroller to provide additional information necessary to prepare a Comptroller

certificate for a limitation for the conditions prior to the start of the Qualifying Time Period; and

ii. If the Comptroller provides its certificate for a limitation with conditions different from the existing agreement, the District shall hold a meeting and determine whether to amend this Agreement to include the conditions required by the Comptroller or terminate this Agreement; or

iii. If the Comptroller withdraws its certificate for a limitation based on the revised Application, the District shall terminate this Agreement.

Section 10.3. ASSIGNMENT.

A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered an amendment to the Agreement and such Party may only assign such rights, benefits, obligations, or interests of this Agreement after complying with the provisions of Section 10.2 regarding amendments to the Agreement. Other than a collateral assignment to a creditor, this Agreement may only be assigned to an entity that is eligible to apply for and execute an agreement for limitation on appraised value pursuant to the provisions of Chapter 313 of the TEXAS TAX CODE and the Comptroller's Rules.

B. In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

C. In the event of an assignment to a creditor, the Applicant must notify the District and the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

Section 10.4. MERGER. This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

Section 10.5. GOVERNING LAW. This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in a state district court in Delta County.

Section 10.6. AUTHORITY TO EXECUTE AGREEMENT. Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

Section 10.7. SEVERABILITY. If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this

Agreement, as the case may be, and the validity, legality, and enforceability of the remaining terms, provisions, and conditions contained herein (and any other application such term, provision, or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.7, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree, or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 10.8. PAYMENT OF EXPENSES. Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

Section 10.9. INTERPRETATION.

A. When a reference is made in this Agreement to a Section, Article, or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. The words "include," "includes," and "including" when used in this Agreement shall be deemed in such case to be followed by the phrase, "but not limited to". Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require.

C. The provisions of the Act and the Comptroller's Rules are incorporated by reference as if fully set forth in this Agreement. In the event of a conflict, the conflict will be resolved by reference to the following order of precedence:

i. The Act;

ii. The Comptroller's Rules as they exist at the time the Agreement is executed, except as allowed in the definition of Qualified Property in Section 1.1; and

iii. This Agreement and its Attachments including the Application as incorporated by reference.

Section 10.10. EXECUTION OF COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 10.11. PUBLICATION OF DOCUMENTS. The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; and the approved and

executed copy of this Agreement or any amendment thereto, as follows:

A. Within seven (7) days of receipt of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller's Internet website;

B. The District shall provide on its website a link to the location of those documents posted on the Comptroller's website;

C. This Section does not require the publication of information that is confidential under Section 313.028 of the TEXAS TAX CODE.

Section 10.12. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS. The Applicant shall immediately notify the District and Comptroller's office in writing of any actual or anticipated change in the control or ownership of the Applicant and of any legal or administrative investigations or proceedings initiated against the Applicant related to the project regardless of the jurisdiction from which such proceedings originate.

Section 10.13. DUTY TO DISCLOSE. If circumstances change or additional information is obtained regarding any of the representations and warranties made by the Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, the Applicant's duty to disclose continues throughout the term of this Agreement.

Section 10.14. CONFLICTS OF INTEREST.

A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not create any appearance of impropriety. The District represents that it, the District's local public officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

B. The Applicant represents that, after diligent inquiry, each of its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, involved in the representation of the Applicant with the District has complied with the provisions of Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE. The Applicant represents that it and its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

C. The District and the Applicant each separately agree to notify the other Party and the Comptroller immediately upon learning of any conflicts of interest.

Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION. Notwithstanding the expiration or termination (by agreement, breach, or operation of time) of this Agreement, the provisions of this Agreement regarding payments (including liquidated damages and tax payments), reports, records, and dispute resolution of the Agreement shall survive the

termination or expiration dates of this Agreement until the following occurs:

A. all payments, including liquidated damage and tax payments, have been made;
B. all reports have been submitted;
C. all records have been maintained in accordance with Section 8.6.A; and
D. all disputes in controversy have been resolved.

Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.

A. This Agreement may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by e- mail). The executing Party must promptly deliver a complete, executed original or counterpart of this Agreement to the other executing Parties. This Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

B. Delivery is deemed complete as follows:

i. When delivered if delivered personally or sent by express courier service;

ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;

iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or

iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic "read receipt" does not constitute acknowledgment of an e-mail for delivery purposes).

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 12th day of December, 2022.

EAGLE SPRINGS SOLAR, LLC

By: _____

Jungwoo Kim
Authorized Signatory

COOPER INDEPENDENT SCHOOL DISTRICT

By: _____

Board President

ATTEST:

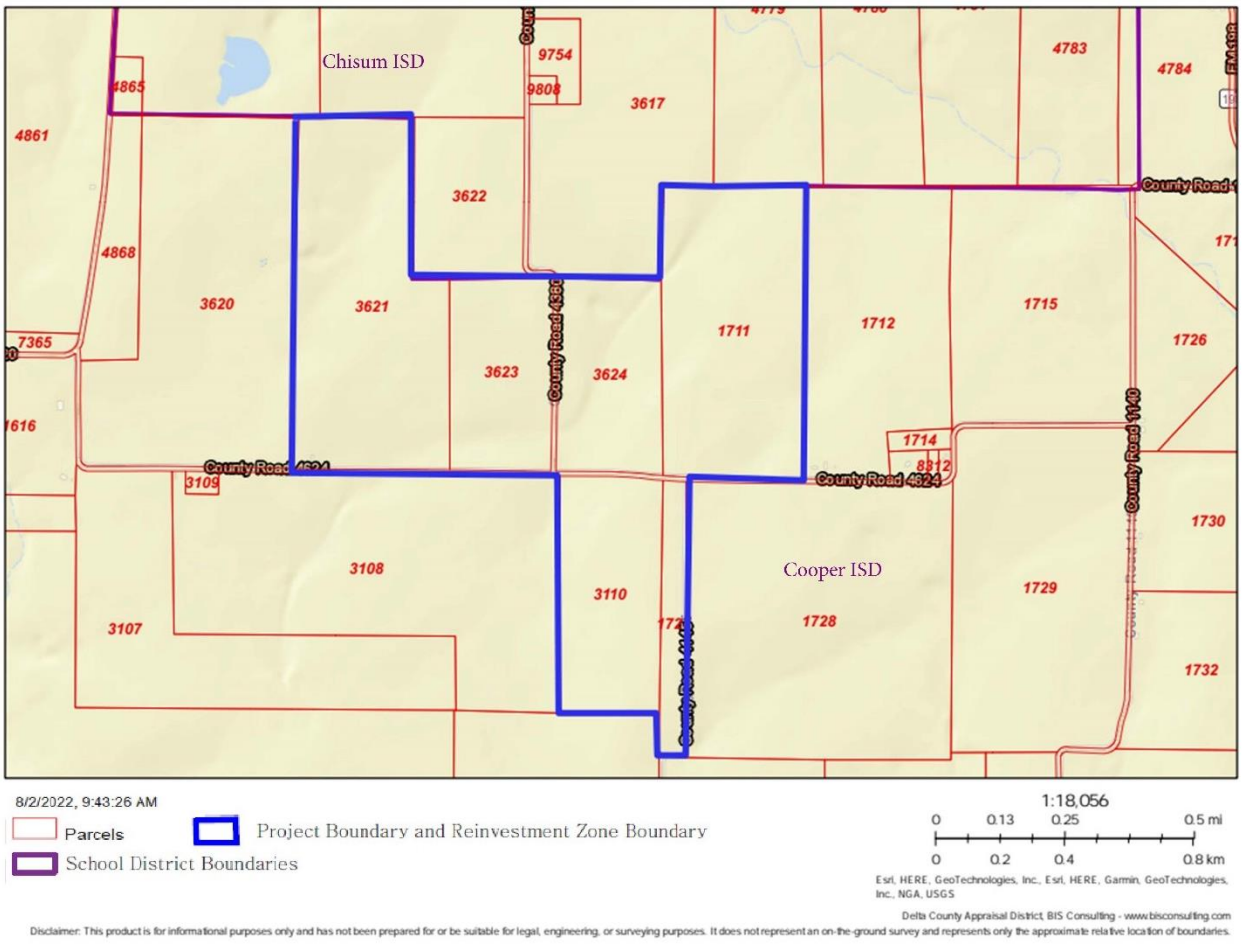
By: _____

Board Secretary

EXHIBIT 1
DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

A public hearing was conducted by the Cooper Independent School District on December 12, 2022 to receive public input on a proposal to create a Reinvestment Zone for appraised value limitation on certain property located within Delta County, Texas. Specifically, the reinvestment zone consists of the parcels listed as follows:

Parcel	Acreage	Landowner	Legal Description
3110	57.000	HARVEY EDNA L	0205 J F JORDAN, TRACT 4, ACRES 57.
3624	50.230		0281 J S REED, TRACT 11, ACRES 50.23
1727	17.746		0057 G W COX, TRACT 14, ACRES 17.746
1711	99.861	BURT FARMS INC	0057 G W COX, TRACT 1, ACRES 99.861
3623	50.000	BARRETT BRIAN JAMES & JANICE M	0281 J S REED, TRACT 10, ACRES 50.
3621	117.310	BARRETT BRIAN JAMES & JANICE M	0281 J S REED, TRACT 8, ACRES 117.31
Total	**392**		



RESOLUTION OF THE BOARD OF TRUSTEES OF THE COOPER INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS §
§
COUNTY OF DELTA §

A RESOLUTION DESIGNATING A REINVESTMENT ZONE IN CONNECTION WITH AN ECONOMIC DEVELOPMENT AGREEMENT UNDER CHAPTER 313 OF THE TEXAS TAX CODE, SUCH REINVESTMENT ZONE LOCATED WITHIN THE GEOGRAPHIC BOUNDARIES OF THE COOPER INDEPENDENT SCHOOL DISTRICT, TO BE KNOWN AS THE "EAGLE SPRINGS SOLAR REINVESTMENT ZONE #1"; ESTABLISHING THE BOUNDARIES THEREOF IN CONNECTION WITH AN APPLICATION FOR VALUE LIMITATION AGREEMENT FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES UNDER CHAPTER 313 OF THE TEXAS TAX CODE SUBMITTED BY EAGLE SPRINGS SOLAR, LLC:

WHEREAS, the Property Redevelopment and Tax Abatement Act, as amended (TEXAS TAX CODE § 312.0025) permits a school district to designate a reinvestment zone if that designation is reasonably likely to contribute to the expansion of primary employment in the reinvestment zone, or attract major investment in the reinvestment zone that would be a benefit to property in the reinvestment zone and to the school district and contribute to the economic development of the region of the state in which the school district is located; and,

WHEREAS, the Cooper Independent School District (the "District") desires to promote the development of primary employment and to attract major investment in the District and contribute to the economic development of the region in which the District is located; and,

WHEREAS, a public hearing is required by Chapter 312 of the TEXAS TAX CODE prior to approval of a reinvestment zone; and,

WHEREAS, the District caused to be published in a newspaper of general circulation in Delta County, Texas timely notice of a public hearing regarding the possible designation of the area described in the attached **EXHIBIT A** as a reinvestment zone, for the purpose of authorizing an *Agreement for Value Limitation on Appraised Value of Qualified Property for School District Maintenance and Operations Taxes*, as authorized by Chapter 313 of the TEXAS TAX CODE; and,

WHEREAS, on December 12, 2022, the District's Board of Trustees held a hearing, such date being at least seven (7) days after the date of publication of the notice of such public hearing and the delivery of written notice to all political subdivisions and taxing authorities having jurisdiction over the property proposed to be designated as the reinvestment zone in portions of Delta County, Texas, described in the attached **EXHIBIT A**; and,

WHEREAS, at such public hearing all interested members of the public were given an opportunity to appear and speak for or against the designation of the reinvestment zone and

whether all or part of the territory described should be included in the proposed reinvestment zone, and approval of an *Agreement for Value Limitation on Appraised Value of Qualified Property for School District Maintenance and Operations Taxes* with Eagle Springs Solar, LLC, as authorized by Chapter 313 of the TEXAS TAX CODE; and,

WHEREAS, the District wishes to designate a reinvestment zone within the boundaries of the District in portions of Delta County, Texas, to be known as the "EAGLE SPRINGS SOLAR REINVESTMENT ZONE #1," as shown on the attached **EXHIBIT A**.

NOW THEREFORE, BE IT RESOLVED BY THE COOPER INDEPENDENT SCHOOL DISTRICT:

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated into this Resolution as findings of fact.

SECTION 2. That the Board of Trustees of the District, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on the adoption of the "EAGLE SPRINGS SOLAR REINVESTMENT ZONE #1" has been properly called, held, and conducted, and that notices of such hearing have been published as required by law and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone;

(b) That the boundaries of the "EAGLE SPRINGS SOLAR REINVESTMENT ZONE #1" be and, by the adoption of this Resolution, are declared and certified to be the area as described in the description attached hereto as **EXHIBIT A**;

(c) That creation of the boundaries as described in **EXHIBIT A** will result in economic benefits to the District and to land included in the zone, and that the improvements sought are feasible and practical; and,

(d) That the "EAGLE SPRINGS SOLAR REINVESTMENT ZONE #1" described in **EXHIBIT A** meets the criteria set forth in TEXAS TAX CODE § 312.0025 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is reasonably likely that the designation will contribute to the retention or expansion of primary employment, and/or will attract major investment in the zone that will be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the District.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the District hereby designates a reinvestment zone under the provisions of TEXAS TAX CODE § 312.0025, encompassing the area described by the descriptions in **EXHIBIT A**, and such reinvestment zone is hereby designated and shall hereafter be referred to as the "EAGLE SPRINGS

SOLAR REINVESTMENT ZONE #1."

SECTION 4. That the "EAGLE SPRINGS SOLAR REINVESTMENT ZONE #1" shall take effect upon adoption of this Resolution by the District Board of Trustees and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of such designation.

SECTION 5. That it is hereby found, determined, and declared that a sufficient notice of the date, hour, place, and subject of the meeting of the District's Board of Trustees, at which this Resolution was adopted, was posted at a place convenient and readily accessible at all times, as required by the Texas Open Government Act, TEXAS GOVERNMENT CODE, Chapter 551, as amended; and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was published in a newspaper of general circulation in Delta County, Texas; and that, furthermore, such notice was in fact delivered to the presiding officer of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

PASSED, APPROVED, AND ADOPTED on this 12th day of December, 2022.

COOPER
INDEPENDENT SCHOOL DISTRICT

By: Mandy Freeman

President
Board of Trustees

ATTEST:

By: _____

Secretary
Board of Trustees

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in County of Delta, State of Texas, more particularly identified as the following parcels:

Parcel	Acreage	Landowner	Legal Description
3110	57.000	HARVEY EDNA L	0205 J F JORDAN, TRACT 4, ACRES 57.
3624	50.230		0281 J S REED, TRACT 11, ACRES 50.23
1727	17.746		0057 G W COX, TRACT 14, ACRES 17.746
1711	99.861	BURT FARMS INC	0057 G W COX, TRACT 1, ACRES 99.861
3623	50.000	BARRETT BRIAN JAMES & JANICE M	0281 J S REED, TRACT 10, ACRES 50.
3621	117.310	BARRETT BRIAN JAMES & JANICE M	0281 J S REED, TRACT 8, ACRES 117.31
Total	**392**		

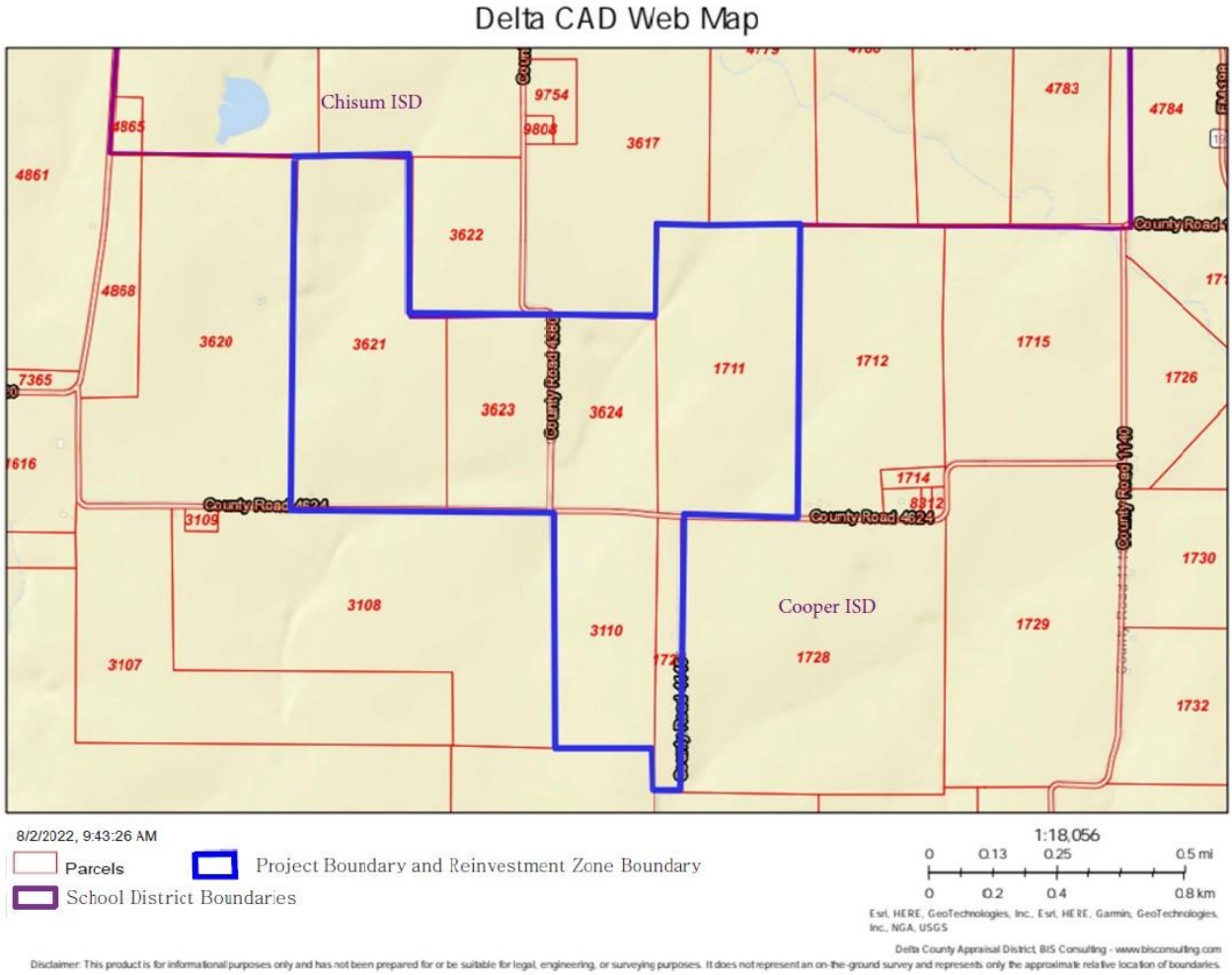


EXHIBIT 2
DESCRIPTION AND LOCATION OF LAND

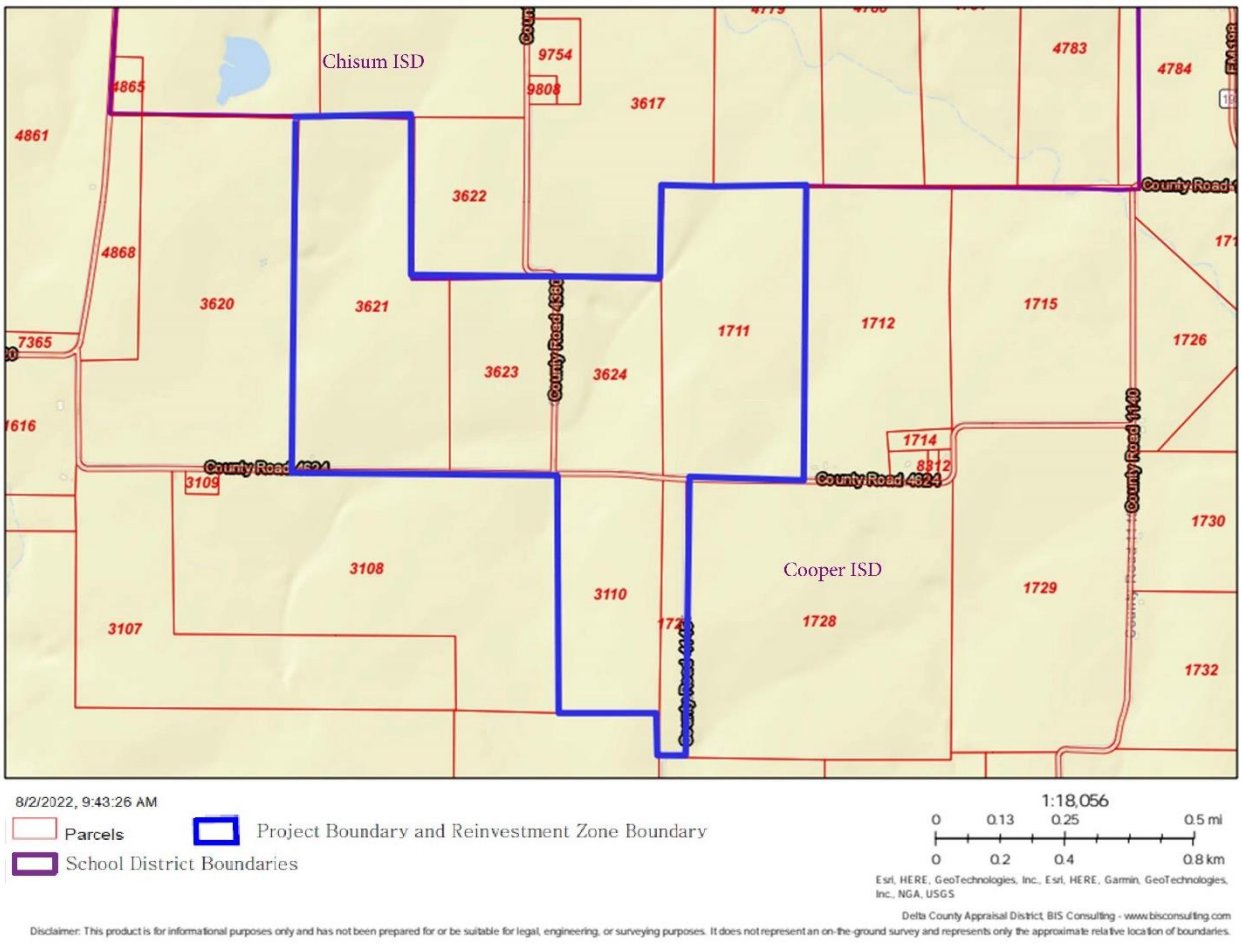
The Land on which all qualified property and investment will be located is within the Reinvestment Zone described in and demarked by the map in **Exhibit 1**.

EXHIBIT 3
APPLICANT'S QUALIFIED INVESTMENT

The Applicant anticipates constructing a solar photovoltaic electric generating facility with an operating capacity of approximately 150 MWac and will cover a surface area of approximately 880 acres. 100% of the project will be located in the reinvestment zone and project boundary within Delta County, and will be considered qualified investment for this application. The exact capacity and specific technology components will be determined during the development and design process. The facility includes eligible ancillary and necessary equipment, including the following property:

- Solar modules/panels
- Metal mounting system with tracking capabilities
- Battery or battery system
- Underground conduit, communications cables, and electric collection system wiring
- Combiner boxes
- A project substation including breakers, a transformer and meters
- Overhead transmission lines
- Inverter boxes on concrete pads
- Operations and maintenance facility
- Fencing for safety and security
- Telephone and internet communications system
- Meteorological equipment to measure solar irradiation and weather conditions

Batteries or battery system included in the Qualified Investment will only be used to store electricity generated by the solar panels included in the Project. This application covers all qualified investment in the reinvestment zone and project boundary within Cooper ISD necessary for commercial operations.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Cooper ISD
Project Boundary and Reinvestment Zone Boundary
Parcels
School District Boundaries
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Delta County Appraisal District, BIS Consulting - www.bisconsulting.com
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

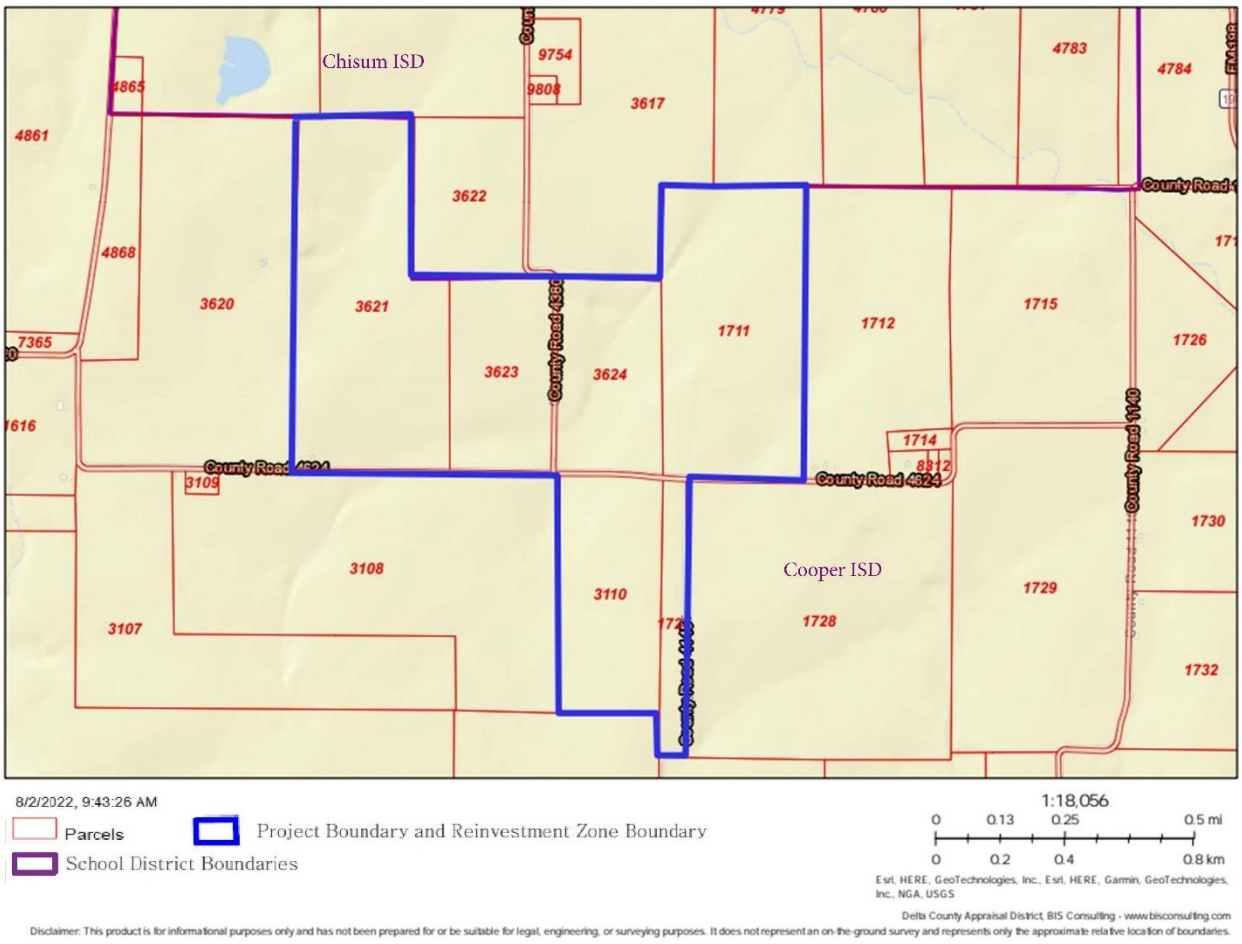
EXHIBIT 3

EXHIBIT 4
DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

The Applicant anticipates constructing a solar photovoltaic electric generating facility with an operating capacity of approximately 150 MWac and will cover a surface area of approximately 880 acres. 100% of the project will be located in the reinvestment zone and project boundary within Delta County, and will be considered qualified property for this application. The exact capacity and specific technology components will be determined during the development and design process. The facility includes eligible ancillary and necessary equipment, including the following property:

- Solar modules/panels
- Metal mounting system with tracking capabilities
- Battery or battery system
- Underground conduit, communications cables, and electric collection system wiring
- Combiner boxes
- A project substation including breakers, a transformer and meters
- Overhead transmission lines
- Inverter boxes on concrete pads
- Operations and maintenance facility
- Fencing for safety and security
- Telephone and internet communications system
- Meteorological equipment to measure solar irradiation and weather conditions

Batteries or battery system included in the Qualified Property will only be used to store electricity generated by the solar panels included in the Project. This application covers all qualified property in the reinvestment zone and project boundary within Cooper ISD necessary for commercial operations.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Cooper ISD
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Parcels
School District Boundaries
Project Boundary and Reinvestment Zone Boundary
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Delta County Appraisal District, BIS Consulting - www.bisconsulting.com
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

EXHIBIT 4

EXHIBIT 5
AGREEMENT SCHEDULE

	Agreement Year	School Year	Tax Year	Date of Appraisal	Summary Description
Pre-Limitation	STUB	2025 – 2026	2025	January 2, 2025	No Limitation
	QTP1	2026 – 2027	2026	January 1, 2026	No Limitation
	QTP2	2027 – 2028	2027	January 1, 2027	No Limitation
Limitation Period (10 Years)	L1	2028 – 2029	2028	January 1, 2028	$20 million
	L2	2029 – 2030	2029	January 1, 2029	$20 million
	L3	2030 – 2031	2030	January 1, 2030	$20 million
	L4	2031 – 2032	2031	January 1, 2031	$20 million
	L5	2032 – 2033	2032	January 1, 2032	$20 million
	L6	2033 – 2034	2033	January 1, 2033	$20 million
	L7	2034 – 2035	2034	January 1, 2034	$20 million
	L8	2035 – 2036	2035	January 1, 2035	$20 million
	L9	2036 – 2037	2036	January 1, 2036	$20 million
	L10	2037 – 2038	2037	January 1, 2037	$20 million
Maintain Viable Presence (5 Years)	MVP1	2038 – 2039	2038	January 1, 2038	No Limitation
	MVP2	2039 – 2040	2039	January 1, 2039	No Limitation
	MVP3	2040 – 2041	2040	January 1, 2040	No Limitation
	MVP4	2041 – 2042	2041	January 1, 2041	No Limitation
	MVP5	2042 – 2043	2042	January 1, 2042	No Limitation