TAX ABATEMENT AGREEMENT
Between
ANDREWS COUNTY, TEXAS and
2W PERMIAN SOLAR, LLC

This Tax Abatement Agreement (this "Agreement") is entered into by and between Andrews County, Texas (the "County") duly acting herein by and through its County Judge, and 2W Permian Solar, LLC, a Delaware Limited Liability Company. (together with its successors and assigns, "Owner") effective as of the 22nd day of July, 2019 and is as follows:

Recitals:

A. The Commissioners Court of Andrews County, Texas, by Order dated July 22, 2019 designated the "Andrews County Reinvestment Zone No. 7-2W Permian Solar for commercial-industrial tax abatement (the "Reinvestment Zone"); the Reinvestment Zone is described in the Order and Exhibits attached thereto and filed in the Minutes of the Commissioners Court; and

B. Owner proposes certain improvements to be located on land within the Reinvestment Zone, with such improvements generally described as infrastructure necessary to generate and transmit approximately 350 megawatts (ac) (MW) of electricity, but in no event less than 250 megawatts (ac) (MW) of electricity, upon completion of a solar powered electric generation facility, which improvements being more particularly described and defined in this Agreement and hereinafter collectively referred to as the "Improvements."

C. The Commissioners Court has concluded that the Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Agreement and the terms of this Agreement: (i) are consistent with the requirements of the Act and the Guidelines and Criteria for Granting Tax Abatement and Reinvestment Zones adopted by the County on January 19, 2019 (the "Guidelines"), or to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with TEX. TAX CODE §312.002(d), that this Agreement should be entered into notwithstanding any such inconsistency, and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

D. Proper notice of the County's intent to enter into this Agreement has been provided to the presiding officers of each of the other taxing units levying taxes in the Reinvestment Zone not less than 7 days prior to the date on which this Agreement was approved by the Commissioners Court.

E. This Agreement was adopted at a regularly scheduled meeting of the Commissioners Court which was preceded by written notice which was properly posted in accordance with the Open Meetings Act and at which a quorum of the Commissioners Court was present.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

ARTICLE 1.
IMPROVEMENTS

1.1. Improvements in Reinvestment Zone. In consideration of the tax abatement granted in this Agreement, Owner agrees to construct the Improvements within the Reinvestment Zone in accordance with this Agreement.

1.2. Timing of Improvements. Owner projects that construction of the Improvements will begin during the fourth calendar quarter of 2019 and will be substantially completed on or before December 31, 2022. If Owner has not substantially completed construction of the Improvements by December 31, 2022, this Agreement shall terminate and no abatement will be granted and neither party shall owe any obligation to the other hereunder; provided however that Owner may, in writing, request a one-time, one-year extension of the December 31, 2022, deadline in event of permitting delays, equipment shortages, or construction delays beyond its reasonable control. For purposes hereof, the term "substantially completed construction of the Improvements" means that at least 250 MW Capacity (defined below) of the Improvements must be installed and have achieved COD (as defined in Section 2.2 of this Agreement) on or before the deadline of December 31, 2022.

1.3. Improvements. As used in this Agreement, the term "Improvements" shall mean and refer to the improvements, fixtures and equipment which are more particularly described in Exhibit A and that are installed in the County. The kind, number and location of all contemplated Improvements are described in Exhibit A. Notwithstanding the foregoing, only property meeting the following criteria shall be included within the definition of "Improvements" or "Facilities" (as defined in Section 7.4 hereof) pursuant to this Agreement: (i) the property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) it must meet the definition of an improvement as provided in Chapter 1 of the Texas Tax Code, and (iv) it must be constructed after the date this Agreement is approved by the Commissioners Court.

1.4. Plans and Specifications, Governmental Requirements and Workmanship. All Improvements shall be constructed and installed in accordance with plans and specifications (the "Plans and Specifications") prepared by an engineer or architect licensed within one of the states of the United States of America and in accordance with all regulations of any governmental agency or entity having jurisdiction over any aspect of the construction. Owner shall take such steps as are reasonably necessary to see that all work on the Improvements is completed in a good and workmanlike manner.

ARTICLE 2.
TAX ABATEMENT

2.1. Tax Abatement Granted. Subject to the terms and conditions of this Agreement, the County agrees to a 100% abatement of all categories of ad valorem property taxes levied by

the County on the Improvements and Facilities during the Abatement Period (hereinafter defined) as provided by this Agreement, subject to a Payment In Lieu Of Taxes (PILOT) as described in more detail herein.

2.2. Abatement Period; Commencement Date; Term of Agreement. The Abatement Period shall begin on the earlier of (a) January 1 of the first calendar year after the commencement of Commercial Operations Date, ("COD") or (b) January 1 of the calendar year identified in a Notice of Abatement Commencement (as defined below) delivered by Owner (the "Commencement Date"). The period in which taxes are abated (the "Abatement Period") will begin on the Commencement Date and will terminate on December 31 of the tenth (10^{th}) year following the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve either party of any covenants, obligations, or payments owing to the other as of the date the Agreement is terminated. As used in this Agreement, (i) "COD" means the date on which the Improvements commenced Commercial Operations date; (ii) "Commercial Operations" means that the Improvements have become commercially operational and placed into service for the purpose of generating electricity for sale on one or more commercial markets; and (iii) "Notice of Abatement Commencement" means a notice that Owner may, in its sole discretion, deliver to the County stating Owner's desire to commence the Abatement Period prior to January 1 of the of the first calendar year after COD. If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement (for example): "Owner elects for the Abatement Period to begin on January 1, _____" [with the Owner to insert the proper year into the actual notice when given]; the date stated in the Notice of Abatement Commencement shall be the Commencement Date. Regardless of whether or not Owner delivers a Notice of Abatement Commencement, Owner shall provide certification of the COD in writing both to the County and to the County Appraisal District within sixty (60) days of the COD. If the certification indicates that certain ancillary Improvements not required for Commercial Operations are still under construction on the date that the certification is delivered, Owner will deliver an amended certification to the County within thirty (30) days after construction of all Improvements is complete.

2.3. Payments In Lieu of Taxes. As consideration for the abatement granted by County under this Agreement, Owner agrees to timely perform all covenants undertaken by Owner pursuant to the terms of this Agreement including the making of an annual payment in lieu of taxes (the "Annual PILOT") to the County for each year during the Abatement Period.

(a) Due Date. The Annual PILOT required by this Agreement must be paid to the County Treasurer not later than December 1 of the year for which abatement is granted. By way of illustration only, if the Commencement Date is January 1, 2023, then the PILOT for the first year of the Abatement Period must be paid not later than December 1, 2023.

(b) Calculation of the Annual PILOT. The amount of the Annual PILOT for each year during the Abatement Period will be the product, expressed in dollars, obtained by multiplying the number of megawatts of installed rated electrical generating capacity of the Improvements (the "Capacity") by the agreed PILOT payment amount. The PILOT payment amount is based upon the final appraised cost basis of the project as determined by the Chief Appraiser of the County, and an agreed effective abatement percentage of

80%, (using the County's ad valorem tax rate applicable to the first year of the Abatement Period) to average over the abatement period, divided by the installed rated capacity of the project. For illustration purposes only, and assuming an installed cost basis of approximately $381,111,962.00 for a 350 MW project, the per MW installed cost would be $1,088,891.32 per MW (total installed cost divided by the final rated capacity of the project). Based on an ad valorem tax rate of .5189, the Owner will pay to the County an Annual PILOT payment equal to an effective abatement percentage of approximately 80% of the installed cost basis, which would be $587.00 per MW of Capacity based on the assumptions stated in this paragraph.

For illustration purposes only, in year 1 the anticipated PILOT for the project described above would be 350 MW x $587.00, or $205,450.00 in the first year, with the same amount paid annually for each year of the abatement period. The actual PILOT may vary, depending upon the actual total installed cost of the project and the final rated capacity.

The County shall provide its calculation of the Annual PILOT within thirty (30) days after Owner delivers the Owner's Cost Certification (as defined in Section 3.7). If Owner disputes the County's calculation of the Annual PILOT within thirty (30) days after its receipt, then the County and Owner shall cooperate in good faith to resolve any such dispute.

c) Capacity. As used in this Agreement, the term "Capacity" shall mean the installed rated amount of the manufacturer's nameplate electric generating capacity of the Improvements located in the County, expressed in megawatts (ac), regardless of the amount of electricity that is actually produced or sold. The Capacity shall be determined as of January 1 of each year during the Abatement Period. As a part of the Annual Certification, pursuant to Section 3.9 below, the individual who is an authorized officer of Owner shall prepare and file with the Commissioners Court a sworn statement of the rated Capacity of the Improvements not later than January 31 of each year during the Abatement Period. If a dispute arises between the County and the Owner as to the Capacity of the Improvements and (i) the Andrews County Central Appraisal District ("Appraisal District"), as a part of its determination of the value of the Improvements, has made a determination of the Capacity for the year in which the dispute arises, then the determination of the Appraisal District shall be binding upon the parties or (ii) if the Appraisal District has made no determination as to the Capacity, the parties, in the absence of an agreement on the dispute, may seek a declaratory judgment on the matter pursuant to Chapter 37 of the Texas Civil Practice and Remedies Code.

(d) Annual PILOT in Lieu of Taxes. The parties agree that each Annual PILOT will be in lieu of all categories of ad valorem property taxes which would otherwise be owed by Owner to the County (including Management & Operating (M&O), Interest and Sinking funds (I&S), and any Lateral Road or special tax authorized by the Texas Constitution and in effect in Andrews County at the time of this agreement) for any year during the Abatement Period with respect to the Improvements.

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

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

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

(c) Accuracy of Representations. The accuracy and truthfulness of the representations by Owner contained in this Agreement as of the date this Agreement is executed.

(d) Payment of Taxes. The payment by Owner, prior to delinquency, of all taxes levied by the County, any other taxing unit within the County based on the value of, or levied against, the Facilities or the Improvements. It shall not be a violation of this provision if the party who is assessed the tax in good faith protests the levy or assessment of a particular tax by the timely filing of appropriate proceedings to prosecute a protest or contest of the tax, makes payment of the disputed tax during such protest or contest as required by applicable law, and pays the tax, as finally determined, prior to delinquency as required by applicable law.

(e) Improvements to Remain in Place following Abatement. Owner agrees that the Improvements, once constructed, will remain in place for at least a period of fifteen (15) years following the end of the Abatement Period at a Capacity not less than 90% of the Capacity at which the Facilities operated, on average, during the final year of the Abatement Period year of this Agreement. Nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to the end of such fifteen (15) year period so long as such replacement does not result in a reduction of Capacity below the amount specified in this paragraph. This provision shall not be interpreted to require the Improvements to generate any minimum amount of electricity or require that any part of the Improvements generate electricity at any particular time.

ARTICLE 3.
COVENANTS APPLICABLE TO CONSTRUCTION AND OPERATIONS AFTER CONSTRUCTION

3.1. Job Creation. Owner agrees, during the Abatement Period to provide not fewer than four (4) new full-time jobs in connection with the operation of the Facilities either through direct employment by Owner or through employment by an Affiliate or Subsidiary of Owner, or by contractors or service providers engaged to provide goods or services in connection with the construction of the Improvements and thereafter in the course of operating the Facilities. Owner's obligation to create four (4) new full-time jobs relates to its Facilities as a whole and does not represent a commitment by Owner that all new full-time jobs will be filled by residents of the County. However, in order to incentivize County residency, Owner agrees to offer new

employees who are not residents of Andrews County, but who commit to move to Andrews County, a relocation package of up to $15,000, with the details of such package to be agreed to by Owner and the employee. Owner shall include in the Annual Certification confirmation of compliance with this section.

3.2. Road Repair. Owner and its contractors and service providers shall have the right to use County roads during the construction of the project. If requested by Owner, the County shall provide a separate letter in a reasonable form, executed by the County Judge, that evidences the permission granted by the County to Owner to use the County roads.

During construction of the Improvements, Owner agrees to use commercially reasonable efforts to minimize disruption to County roads caused by the construction process and to repair any and all damage to the extent directly caused to County roads by Owner or its agents during the construction period. Owner shall have no obligation under this Article to repair or replace (in whole or in part) any County road that Owner actually uses if any party (or parties) other than Owner collectively causes fifty percent (50.00%) or more of the damage to such road between the Effective Date and the date of the issuance by Owner of the Certificate. Owner will give the County prior notice of the county roads to be utilized by Owner for construction of the improvements. The County will document the condition of the roads and provide Owner with a copy of such condition report, and the County will take reasonable steps to document use of the identified roads during the construction of improvements. A post-construction road inspection will be made to determine any cost to repair, and Owner will be provided a copy of said report and given an opportunity to challenge any alleged damages.

3.3. Insurance. Owner agrees to maintain in full force at all times starting at commencement of construction and continuing throughout the term of this Agreement the following insurance coverage issued by insurance companies authorized to conduct business in the State of Texas:

(a) Commercial general liability coverage (including coverage for all equipment and vehicles) with aggregate limits of not less than $2,000,000.00;

(b) Worker's compensation coverage for all full-time employees to the extent required by Texas law; and

(c) Casualty insurance in a commercially reasonable amount not substantially inconsistent with industry standards.

(d) Owner shall include in the Annual Certification confirmation of compliance with this section.

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

addresses any violation, or alleged violation, of a governmental rule or regulation within the time period required by the governmental agency having jurisdiction of such matter. Owner shall include in the Annual Certification confirmation of compliance with this section.

3.5. Local Spending. Owner agrees it will use commercially reasonable efforts to use contractors and vendors located in the County for the construction of the Improvements and the operation and maintenance of the Facilities. However, Owner will not be required to use goods and services provided by local contractors or vendors where (i) such local goods or services are not comparable in quality to those provided by nonresidents, or (ii) such goods and services are not available on terms and conditions (including price and bonding capacity) comparable to those offered by nonresidents, or (iii) certain good and services must be obtained from vendors having certain qualifications or approvals to construct and install equipment such as the Improvements. In determining whether a particular contractor, subcontractor, or service provider is qualified, Owner may consider: (i) such person or firm's bonding capacity, (ii) financial and staffing capacity to carry out the work, (iii) expertise and experience, (iv) the requirements of any manufacturer with respect to the particular aspect of the work for which the person or firm is being considered, and (v) integrity, responsibility and reliability. Owner agrees to designate a coordinator of local services who will act as a liaison between any individuals, businesses or contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Improvements. Additionally, Owner agrees to do the following:

(a) Not later than one month prior to the start of construction of the Improvements, Owner will hold a job fair in within thirty miles of the Project area advertising construction employment positions and soliciting those persons or firms that are interested in selling goods or providing services with respect to the construction of the Improvements. No later than two weeks prior to the job fair, Owner shall publish a notice in the local newspaper announcing the date, time and location of the job fair and the procedure for application. Applications from the job fair shall be distributed to the various subcontractors for consideration. Owner will compile and maintain, throughout the construction process, a list of local prospective employees, vendors, contractors and service providers interested in participating in the construction process.

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

3.6. Inspections.

(a) Right to Inspect, Obtain Information. Subject to the further provisions of this Section 3.6, at all times during the term of this Agreement, the County, acting through its officers or a designated agent or employee, shall have reasonable access to the Improvements and the Facilities: (i) to verify that the Improvements are constructed in accordance with this Agreement, (ii) to verify that the Facilities are operated in a manner consistent with this

Agreement, (iii) to verify compliance with the terms of this Agreement and the truth of any representations made by Owner pursuant to the terms of this Agreement, (iv) to determine the Capacity, (v) to obtain, or verify, information reasonably necessary to ascertain the Certified Appraised Value of the Facilities or (vi) any other fact or circumstance pertinent to the performance of this Agreement.

(b) Conduct of Inspections. The County agrees to provide Owner with at least 24 hours advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted in a manner that will not unreasonably interfere with the construction of the Improvements or the operation of the Facilities. All such inspections shall be made with one or more representatives of Owner and in accordance with all applicable governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents or employees of the County or the Appraisal District. Nothing herein shall be construed to limit or diminish the authority of the County or the Appraisal District to conduct inspections or obtain information under applicable law.

3.7. Annual Certification. On or before January 31 beginning with the first calendar year of the Abatement Period and continuing thereafter for each calendar year that this Agreement is in effect Owner shall certify to the County its compliance with all material provisions of this Agreement. This annual certification (the "Annual Certification") shall contain a statement, sworn to by the individual who is an authorized officer of Owner, stating that Owner is in compliance with such material terms of this Agreement as well as a statement regarding the Capacity as required by Section 2.3(c) above. In addition, the first Annual Certification delivered after COD shall include Owner's certification of the final cost of all Improvements included in the Project ("Owner's Cost Certification") and the final rated capacity actually installed. Owner shall amend the Owner's Cost Certification after the first Annual Certificate is filed if it discovers any material inaccuracy in the cost certification.

3.8. Determination of Value. The Chief Appraiser of the Appraisal District shall annually determine the Certified Appraised Value of all real and personal property making up the Facilities without regard to the abatement granted by this Agreement and the Certified Appraised Value of such property after applying the abatement granted this Agreement. The Chief Appraiser shall then record both values in the appraisal records. The value of the Facilities without regard to the abatement shall be used to compute the amount of abated taxes that are required to be recaptured and paid to the County in the event recapture of such taxes is required by this Agreement or applicable law. During the term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Appraisal District with such information as is required by applicable law (including Chapter 22 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement. The Appraisal District will determine the values required herein in any manner permitted by applicable law, but without limitation of Owner's rights in Section 3.9 hereinbelow.

3.9. Owner's Right of Protest. Nothing in this Agreement shall limit Owner's right to protest and contest any appraisal or assessment of the Facilities in accordance with applicable law. The abatement to which Owner is entitled will be governed by the values finally determined in proceedings relative to any such protest or contest by Owner. Nothing in this section, however,

will allow Owner to deny the Owner's Cost Certification or the representations regarding Capacity made in any Annual Certification required by this Agreement.

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

3.11. Use of Improvements. The Improvements shall be used solely for the generation and distribution of electricity using solar equipment in furtherance of the County's development goals to achieve a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

3.12. Damage or Destruction of Improvements. If the Improvements, or any portion thereof, are destroyed or damaged by fire, windstorm, or other causes, regardless of whether such causes are based upon an act or omission of Owner or an agent, employee, or officer of Owner, Owner shall replace such items to the extent that such replacement or repair can be accomplished using all available insurance proceeds. The damage to, or destruction of, the Improvements, or any portion thereof, shall not relieve Owner from the duty to pay the Annual PILOT Amounts specified in Section 2.3(b) above.

3.13. Criteria for Insurance. The insurance policies required by Section 3.3 shall be issued by companies authorized to do business in the State of Texas and shall be rated "A" or above by A.M. Best and Company or Standard and Poors or a comparable rating agency reasonably acceptable to the County.

ARTICLE 4.
REPRESENTATIONS

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

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

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

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

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

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

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

ARTICLE 5.
DEFAULT; REMEDIES

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

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

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

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

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

(d) Any representation made by Owner in Section 4.2 of this Agreement was untrue as of the Effective Date; or

(e) Owner fails to comply with Section 2.4(e).

5.3. Notice, Right to Cure. Upon the occurrence of an event of default (including default under Sections 5.1 or 5.2 above), the County shall give the Owner written notice specifying the default.

(a) Monetary Defaults. If the event of default relates to the payment of money, Owner shall cure such default within 90 days of the date of the notice from the County.

(b) Non-Monetary Defaults. If the event of default is based upon an event other than a default in the payment of money, Owner shall cure such default within 90 days of the date of the notice of default by the County. This cure period shall be extended for the period of time referred to in Section 9.7 of this Agreement if any circumstance identified in Section 9.7 delays the cure of any such default. This cure period shall be extended if the goods and services necessary to cure same are not reasonably available to Owner within the 90-day time period; provided, that Owner shall provide the County with documentation that such goods or services are not available. If the goods and services are not reasonably available to Owner within the 90-day cure period, the cure period shall be extended for a period of an additional 90 days or such additional time period as the documentation demonstrates is reasonably necessary to cure the default, but not longer than 180 days without the approval of the County.

5.4. Remedies. If an event of default is not cured in accordance with Section 5.3 above, then, except with respect to an event of default occurring under Section 2.4(e), the County may recapture all *ad valorem* taxes abated pursuant to the terms of this Agreement to the date of any default but providing a credit to Owner for the sum of the Annual PILOTs paid to the date of the default. In the event of an event of default occurring under Section 2.4(e), the County may recapture of all *ad valorem* taxes abated pursuant to the terms of this Agreement to the date of such default for the removed Improvements only but providing a credit to Owner for the sum of the Annual PILOTs paid to the date of the default for the removed Improvements, but the County may not terminate or cancel this Agreement because of a default under Section 2.4(e). In addition the County shall be entitled to avail itself of any remedy available to it for the collection of property taxes under the Texas Tax Code or applicable law including: (i) the charging of interest on past due taxes, penalties, attorney's fees and costs (in each case in the amounts provided by the Texas Tax Code for charges in connection with delinquent property taxes), and (ii) the County shall have a lien which shall be equivalent to a tax lien created pursuant to TEX. TAX CODE §32.01. This lien shall attach to all taxable property as provided in TEX. TAX CODE §32.01 and shall have the same priority as a tax lien existing under TEX. TAX CODE §32.01. Notwithstanding the foregoing the County's right to foreclose this lien shall be subject to the County's compliance with the notice and right to cure provisions of Section 5.6 below. Exercise of any of the statutory remedies described in this Section 5.4 shall not constitute an election which would prohibit the County from exercising any remedy it may have under the terms of this Agreement. Except as set forth above, the County's remedies for an uncured default by Owner under this Agreement include:

(a) The County may cancel this Agreement or modify this Agreement with Owner's written consent.

(b) Within 90 days of the date of a demand by the County that it does so, Owner shall pay to the County an amount equal to all taxes abated, less a credit for PILOT payments made, to the date of such notice together with penalties and interest as provided for in the Texas Tax Code.

(c) Foreclose any of the liens described in this Section 5.4 above.

(d) File suit against Owner seeking a judgment for any amounts owed to the County under this Agreement.

THE REMEDIES DESCRIBED IN THIS SECTION 5.4 SHALL BE THE COUNTY'S SOLE REMEDIES, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO TAKE ANY ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

5.5. No Abatement for Calendar Year of Default. If there is a default (other than a default pursuant to Section 5.1 above) that is not cured by Owner within the time permitted by Section 5.3, Owner shall not be entitled to abatement of taxes for the calendar year in which the default occurs or for any portion of the remaining term of this Agreement. If a default continues over more than one day, it will be considered to have occurred on the date on which it first occurred.

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

ARTICLE 6.
ASSIGNMENT

6.1. Assignment. So long as no default exists and is continuing at the time of the proposed assignment and Owner provides the information required under Section 6.2 hereinbelow, and subject to the restrictions set forth in Section 6.5, Owner may, with the consent of the County,

assign, in whole or in part, any of its rights or obligations under the terms of this Agreement or in the Improvements, Leases or the Facilities. Consent of the County may only be withheld under those circumstances described in Section 6.3 below. After an assignment that is completed in accordance with the requirements of this Agreement, Owner shall have no further rights, duties, or obligations under this Agreement to the extent such rights, duties, and obligations have been assumed by the assignee.

6.2. Information on Assignee to be Provided to County; Timing of Consent. In the event Owner proposes to assign all or any portion of its interest in the Facilities in a transaction that requires the County's consent, Owner agrees to provide the County the Background Information (as defined in Section 7.2) on the proposed assignee. Owner agrees to reimburse the County, up to a maximum of $5000.00, for any expenses incurred by the County in obtaining or analyzing any of the Background Information.

6.3. County May Withhold Consent. The County may withhold its consent to a proposed assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the Agreement and pay the ad valorem tax assessments from Andrews County as they are made, or the proposed assignee cannot otherwise demonstrate its financial ability to abide by all terms and conditions set forth herein, (ii) the proposed assignee has a record of violations or defaults with respect to its operations of solar projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement, and (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 6.4 below. If the County reasonably requests additional information, the County, the Owner and the prospective assignee agree to negotiate in good faith regarding what information will, and will not, be made available to the County and any conditions to the disclosure of such information. The County shall advise Owner in writing of whether it consents to a proposed assignment not later than 30 days from the date the County is provided with all information required by Section 7.2. If the County decides to withhold its consent, it shall provide the reasons it is doing so in the written decision.

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

(a) The execution and delivery to the County of an addendum to this Agreement, in a form substantially similar to this Agreement, wherein: (i) in the case of a partial assignment, it is executed by the Owner and the assignee and provides that each of them assume and agree to timely discharge all covenants and obligations under the terms of this Agreement, and (ii) in the case of a full assignment, it is executed by the assignee and provides that assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement;

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

(c) Payment, by the Owner or assignee, of all reasonable expenses actually incurred by the County in connection with the proposed assignment, including, without limitation, its reasonable and necessary attorney's fees in connection with the assignment as well as the expenses referred to in Section 6.2 above in an amount not to exceed $5000.00;

(d) The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and

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

6.5. Sale or Transfer to Non-taxable Entity.

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

(b) Any Transfer to a Non-taxable Entity by Owner without compliance with Section 6.5(a) above shall be considered a default under the terms of this Agreement without the requirement of any notice by the County to Owner or opportunity to cure. Following any such default the County will be entitled to: (i) recapture the taxes abated pursuant to this Agreement in accordance with Section 5.4 above and/or (ii) pursue, without election of remedies, any other remedy available to it under this Agreement or applicable law.

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

ARTICLE 7.
DEFINITIONS

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

7.1. "Affiliate" or "Affiliate of Owner" shall mean a person who controls, is controlled by, or under common control with another person and "Subsidiary" or "Subsidiary of Owner" shall have the meaning assigned to it in the Texas Business Organizations Code.

7.2. "Background Information" shall include, without limitation, in the case of an assignee or partial assignee and any Affiliate of any assignee:

(a) its legal name or identity;

(b) the address of its local office in the County, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office;

(c) the state in which it was chartered and its registered office and agent in that state, the name and address of its registered agent and office in the State of Texas, and the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code);

(d) all public filings made in the year of the proposed assignment and the preceding two years with the Securities and Exchange Commission of the United States or with the agency of any state regulating securities transactions, if any; and

(e) a report from an independent financial rating firm selected by the County, such as Dunn and Bradstreet or Moody's, if such report exists.

7.3. "Certified Appraised Value" shall mean the appraised value of property that is subject to property taxation under the Texas Tax Code determined and certified by the Chief Appraiser of the Andrews County Central Appraisal District for each taxable year.

7.4. "Facilities" shall mean the Improvements and all other tangible property or fixtures, more fully described in the attached Exhibit A, used by Owner in connection with its solar power electric generation operations in the Reinvestment Zone and shall include any property added to the Improvements because of repairs, retrofitting, or additional improvements during the term of this Agreement which are not the result of a casualty loss covered by Section 3.14 above.

7.5 "Mortgagee" means any entity or person providing, directly or indirectly, with respect to the Improvements or Facilities any of (a) senior or subordinated construction, interim or long-term debt financing or refinancing, whether that financing or refinancing takes the form of private debt, public debt, or any other form of debt (including debt financing or refinancing), (b) a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure, (c) tax equity financing, (d) any interest rate protection agreements to hedge any of the foregoing obligations, and/or (e) any energy hedge provider. There may be more than one Mortgagee.

ARTICLE 8.
NOTICES

8.1. Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addresses or the named representatives thereof, or when mailed by prepaid certified mail, return receipt requested, addressed to such party at the respective addresses set forth below:

If to the County:

Andrews County, Texas
Attn: County Judge
Andrews County Courthouse
200 N. Main, Rm. 104
Andrews, Tx 79714

If to the Owner:

2W Permian Solar LLC
c/o Lincoln Clean Energy, LLC
401 N. Michigan Ave., Ste. 501
Chicago, IL 60611

Either party may change the address for notices by a written notice forwarded in accordance with the foregoing.

ARTICLE 9.
GENERAL PROVISIONS

9.1. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be in a court of competent jurisdiction in Andrews County, Texas or the United States District Court for the Western District of Texas, Midland, Texas.

9.2. Waiver. The failure of either party to enforce any right or demand strict performance of any obligation of the other party under this Agreement shall not operate as, or be construed to be, a waiver of such right or obligation.

9.3. Entire Agreement, Interpretation. This Agreement, including Exhibit A, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.

9.4. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such

invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.

9.5. Owner as Party to Litigation. In the event any litigation is initiated questioning or challenging the validity of this Agreement or any part hereof or any of the underlying orders or Commissioners Court actions authorizing the same, the County agrees not to object to the Owner's joinder or intervention in such litigation.

9.6. Force Majeure. If Owner's performance of any obligation or obligations under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner and which is not directly or indirectly caused by the acts or omissions of Owner's officers, employees or agents, then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. Contingencies or causes beyond the control of Owner include, without limitation:

(a) Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, and labor disputes or strikes;

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

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

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

9.7. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement. Once all parties to this Agreement have signed a counterpart, this Agreement shall be binding upon all parties in accordance with the terms hereof.

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

9.9. Adoption of Agreement. The County agrees that any other taxing unit eligible to enter into agreements relating to the abatement of taxes may adopt all or any portion of this Agreement.

9.10. Further Acts. The parties each agree to cooperate fully with the other and to take such further action and execute such other documents or instruments as necessary or appropriate to implement the terms of this Agreement.

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

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

9.13. Expenses of Negotiation and Compliance. Owner agrees to pay the County's reasonable expenses incurred as a result of the negotiation, including all costs of publication or other required procedures under applicable statutes, of this Agreement including all reasonable and necessary attorneys' fees incurred during the negotiation and preparation of this Agreement. Payment is to be made within 30 days of receipt by Company of invoice from Andrews County, with supporting documentation sufficient to enable the Owner to verify such expenses. Notwithstanding anything in this paragraph, the maximum reimbursement to be paid by Owner is $7,500.00

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

Attachments:

Exhibit A-Description of the Improvements

ATTEST:

County Clerk

COUNTY:

Andrews County, Texas

By:
Charlie Falcon, Andrews County Judge

COMMISSIONER COURT OF ANDREWS COUNTY, TEXAS

OWNER:

2W Permian Solar LLC

By:
Corporate Officer

STATE OF TEXAS)

COUNTY OF ANDREWS)

This instrument was acknowledged before me on the 22nd day of July, 2019 by Charlie Falcon, County Judge of Andrews County, Texas on behalf of said County.

Notary Public, State of Texas

RENEE HOPSON
Notary Public, State of Texas
Comm. Expires 06-21-2020
Notary ID 5711688

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2019 by _____ of 2W Permian Solar LLC, on behalf of said company.

_____
Notary Public, State Texas

STATE OF TEXAS)

COUNTY OF ANDREWS)

This instrument was acknowledged before me on the 22nd day of July, 2019 by Charlie Falcon, County Judge of Andrews County, Texas on behalf of said County.

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF Travis)

This instrument was acknowledged before me on the 15th day of July, 2019 by Philip Moore of 2W Permian Solar LLC, on behalf of said company.

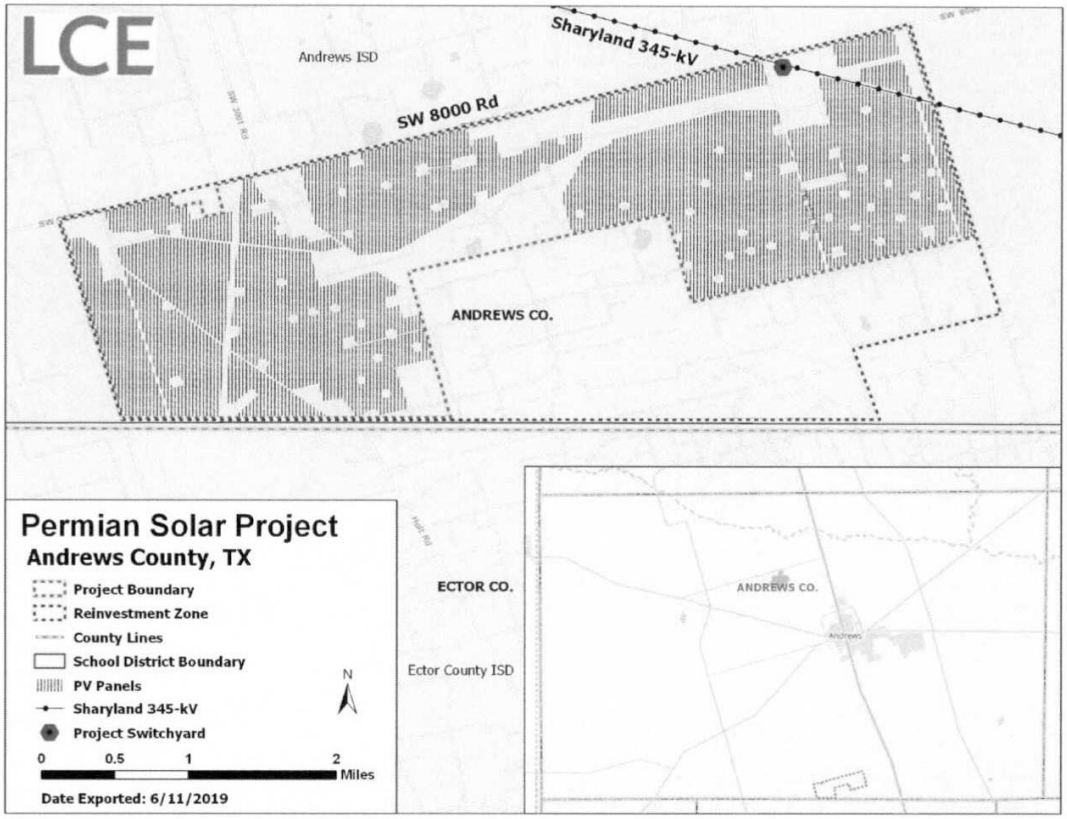
ERIC R. BARNETT
Notary Public, State of Texas
My Commission Expires
August 04, 2019

Notary Public, State Texas

Exhibit A

Description of the Improvements

Exhibit A


LCE
Andrews ISD
Sharyland 345-kV
SW 8000 Rd
ANDREWS CO.
ECTOR CO.
Ector County ISD
ANDREWS CO.
Andrews
Permian Solar Project
Andrews County, TX
Project Boundary
Reinvestment Zone
County Lines
School District Boundary
PV Panels
Sharyland 345-kV
Project Switchyard
N
0
0.5
1
2
Miles
Date Exported: 6/11/2019

PERMIAN SOLAR RZ

SECTION	BLOCK	TOWNSHIP	SURVEY	ABSTARCT	COUNTY
101	SF9955		W.F. COWDEN	1392	ANDREWS
2	43	T-1-N	T & P RR Co.	1403	ANDREWS
1	43	T-1-N	T & P RR Co.	43	ANDREWS
5	43	T-1-N	T & P RR Co.	45	ANDREWS
6	43	T-1-N	T & P RR Co.	420	ANDREWS
7	43	T-1-N	T & P RR Co.	46	ANDREWS
8	43	T-1-N	T & P RR Co.	419	ANDREWS
9	43	T-1-N	T & P RR Co.	47	ANDREWS
10	43	T-1-N	T & P RR Co.	511	ANDREWS
11	43	T-1-N	T & P RR Co.	48	ANDREWS
A	43	T-1-N	C.F. COWDEN	1046	ANDREWS
B	43	T-1-N	C.F. COWDEN	1047	ANDREWS
C	43	T-1-N	C.F. COWDEN	1048	ANDREWS
C	43	T-1-N	C.F. COWDEN	319	ANDREWS
C	43	T-1-N	C.F. COWDEN	1049	ANDREWS
D	43	T-1-N	C.F. COWDEN	1045	ANDREWS

Exhibit A-2

A) 2W Permian Solar, LLC plans to develop, construct, and operate a 350 MW solar generated electricity facility within Andrews County.

B) Construction of the project will include, but is not limited to, the following: solar modules/panels, metal mounting system with tracking capabilities, underground conduit, communication cables, 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 communication system, access and service roads, and meteorological equipment to measure solar irradiation and weather conditions.

   The total cost of the equipment to be installed is anticipated to be approximately $381,111,963.

C) N/A

D) Construction of the Project is expected to commence in the fourth quarter of 2019 and is anticipated to be complete in the second quarter of 2021.

Exhibit A-3

The improvements and their associated costs are listed in the table below:

Modules	$203,900,000
Inverters	$41,600,000
Racking	$55,120,000
Piles	$12,479,551
DC Material	$18,329,200
AC Material	$5,333,900
Battery	$25,000,000
Project Substation	$19,349,311
Total	$381,111,963

2W Permian Solar

LCE

Andrews County
March 25, 2019

Approved

MAR 25 2019

Commissioners Court

By:

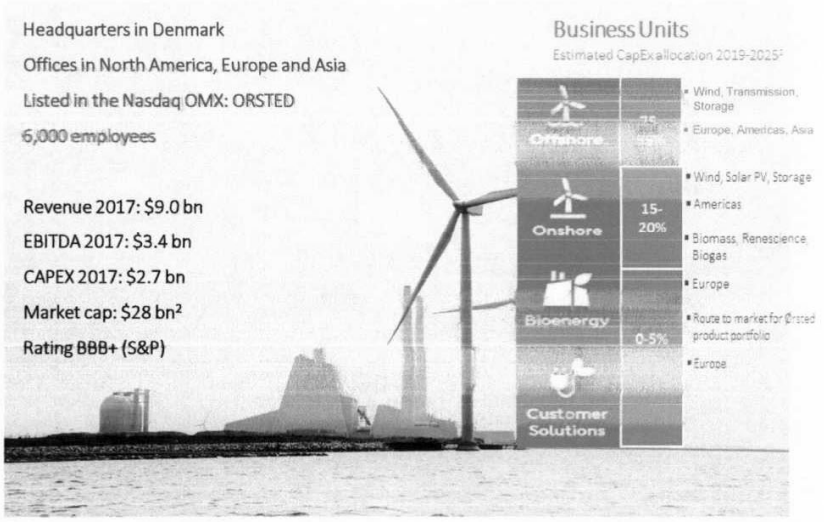
AGENDA

1. Introduction
2. Who is Lincoln Clean Energy ("LCE")
3. Overview of ZW Permian Solar
4. Next Steps
5. Questions?

2. About Lincoln Clean Energy

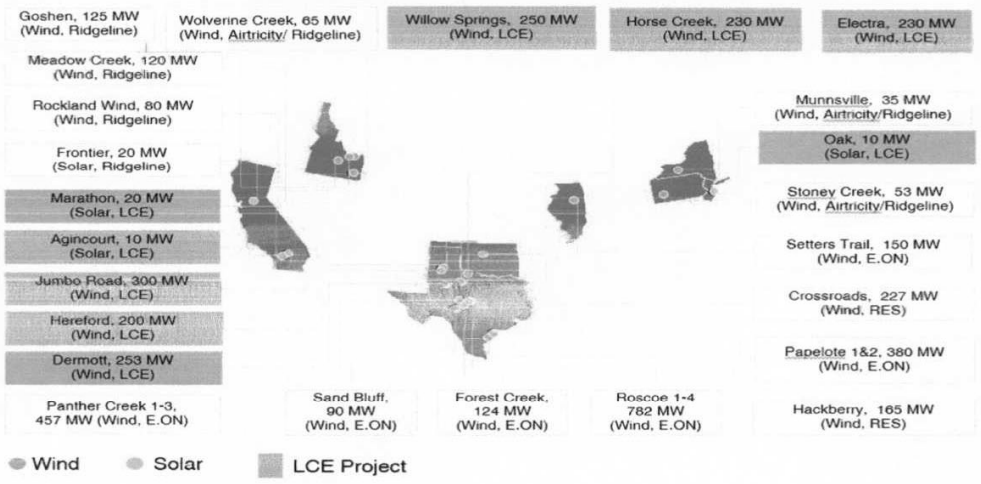
Experience and the Ability to Deliver

- LCE have developed over 2,000MW of wind in Texas
- In 2018, LCE was acquired by Orsted, one of the largest renewable energy companies in the world
- $9B in annual revenue and $30B market cap



Management Track Record

At LCE and prior firms, management has led the development of more than 47,000MW of wind and solar in the US

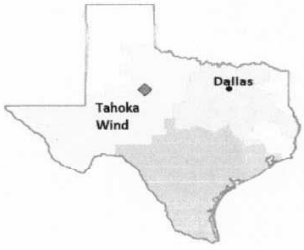


LCE

LCE Recent Track Record – 2018 Construction

Tahoka Wind (300 MW)

Project Description	Site selected due to optimum transmission location and wind resource and ability to continue with additional phases
Capacity / COD	300 MW - Project COD Q4 2018
Location	Lynn County, Texas
Project Highlights	Construction completed in 11 months with Tahoka being the first operational project utilizing a new GE turbine model.



Lockett Windfarm(184 MW)

Project Description	Land in project largely utilized for agriculture and livestock. Reputation with local landowners and community led to successful project.
Capacity / COD	184 MW - Project COD Q4 2019
Location	Wilbarger County, Texas
Project Highlights	Created efficient layout under limited land availability



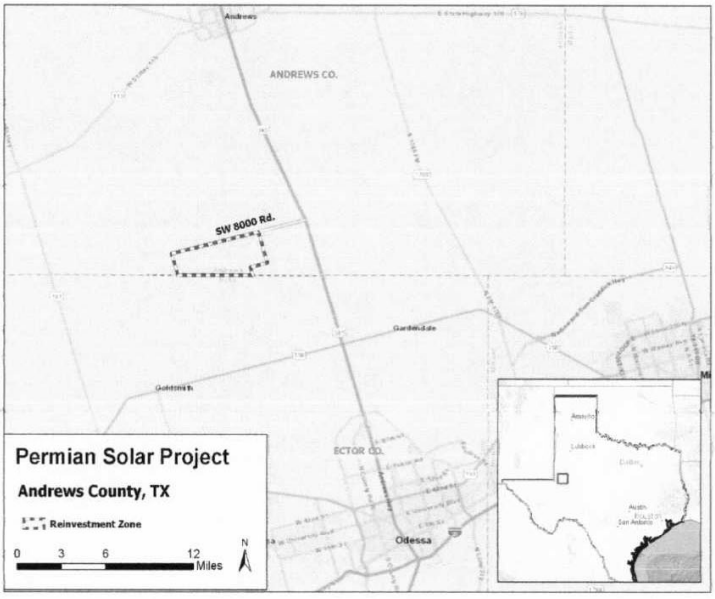
LCE

5. Project Overview

LCE

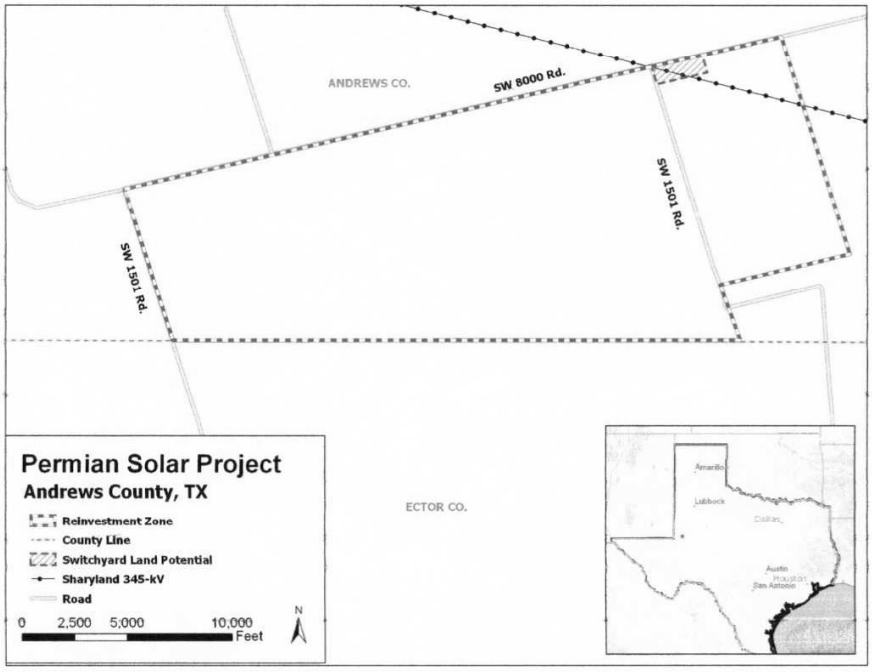
Project Updates

- Project Development began in September 2018
- Project area consists of approximately 3,000 acres with additional land being considered by LCE and landowner
- Site interest due to resource area and strong point of interconnection with a utility we have worked with several times on other projects
- Several studies are underway or complete:
  - ALTA Survey is 90% complete, Critical Issues Analysis complete, Phase I ESA complete, title commitment received and have been in contact with oil/gas and easement parties.
- Project design has been contracted out and is underway.
- Power Purchase Agreement has been executed



LCE

Additional Map Depicting Proposed Reinvestment Zone Designation



LCE