CHAPTER 381 OF THE TEXAS LOCAL GOVERNMENT CODE

COUNTY ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

BY AND BETWEEN COMAL COUNTY AND EBONY ENERGY STORAGE, LLC.

This Chapter 381 Economic Development Agreement (hereinafter "Agreement") is entered into by and between Comal County, Texas (hereinafter "County"), a political subdivision of the State of Texas, and Ebony Energy Storage, LLC, (hereinafter "Company"), a Delaware limited liability corporation, otherwise known as the Parties to this Agreement.

RECITALS

WHEREAS, Chapter 381 of the Texas Local Government Code authorizes the commissioners court of a county to enter into an agreement to promote economic development and to stimulate, encourage, and develop business location and commercial activity in the county; and

WHEREAS, Company is a wholly owned subsidiary of Plus Power, LLC, a privately held company authorized to do business in Texas that specializes in battery energy storage system development; and

WHEREAS, Company desires to expand its operations in an effort to provide a more efficient and reliable electrical grid by constructing a 200-megawatt, 400-megawatt hour lithium-ion battery energy storage facility (hereinafter "the Project"); and

WHEREAS, Company plans to build this battery storage facility on an approximately 19.02 acre tract of land located at 19315 Marbach Lane, San Antonio, TX 78266, in Comal County and within Comal ISD, as described in Exhibit A (hereinafter referred to as "Ebony Development Site"); and

WHEREAS, Company has purchased this 19.02 acre tract of land located at 19315 Marbach Lane, San Antonio, TX 78266, where the battery storage facility will begin construction no later than December 31, 2023; and

WHEREAS, Development of the Project will be built on an otherwise blight area and provide new real and personal property ad valorem tax revenues to Comal County and will create jobs which will help stimulate the overall local economy; and

WHEREAS, the purpose of this Agreement is to establish a real and personal property ad valorem tax rebate to Company based on a percentage of real and personal property ad valorem taxes, including personal property and real property improvements, paid to the County over a period of eight (8) years; and

WHEREAS, the Parties are entering into this Agreement for the purpose of setting forth their respective obligations concerning the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants, benefits, and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I
RECITALS

1.1 Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II
PURPOSE, AUTHORITY, AND TERM

2.1 Purpose. The Parties to this Agreement intend that if Company commences development of the Project and otherwise complies with the terms of this Agreement, the County shall rebate to Company a percentage of county real and personal property ad valorem taxes paid by Company described herein for a period of eight (8) years or until this Agreement has terminated by its own terms, whichever is sooner, as described herein.

2.2 Authority. The County's execution of this Agreement is authorized by Chapter 381 of the Texas Local Government Code and constitutes a valid and binding obligation of the County. The County acknowledges that Company is acting in reliance upon the County's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the establishment of the Project, hereinafter established.

2.3 Term. This Agreement shall become enforceable upon the date the final party signs the Agreement for full execution (hereinafter "Effective Date"), hereinafter established, and shall continue until the expiration of this Agreement, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided herein.

ARTICLE III
COMPANY'S AGREED ACTIONS

Execution of this Agreement and the continued effectiveness of this Agreement is expressly conditioned on the Company meeting and maintaining the following benchmarks and requirements:

3.1 Purchase. Company has purchased the 19.02 acre tract of land located at 19315 Marbach Lane, San Antonio, TX 78266, on which the battery storage facility will built.

3.2 Construction. Company will commence construction of the battery storage facility on the 19.02 acre tract of land located at 19315 Marbach Lane, San Antonio, TX 78266, no later than December 31, 2023, with a goal of securing a certificate of occupancy no later than December 31, 2024. Likewise, Company will coordinate its construction activities relating to the Project with all appropriate County departments, including but not limited to any platting requirements with the Comal County Engineer's Office.

3.3 Chapter 381 Payments. If Company complies with its obligations under this Agreement throughout the eight (8) year term, the County will rebate the real and personal property ad valorem tax revenues at a rate of 54% for those eight (8) years. Company shall furnish all information to the County Judge, County Auditor, and the Comal County Appraisal District as may be necessary to process the Chapter 381 Payments and for appraisal purposes. Company shall annually certify in writing to the County its compliance with the terms of this Agreement, including but not limited to a certification of its full-time employees and Annual Payroll at the Facility, and invoice the County for the Chapter 381 Payment by July 31 based upon payroll records as of June 30 for each year during the term of the Agreement.

3.4 Land Restoration. Company acknowledges and agrees to restore, to the best of their ability, the land to its original state if the Project is terminated during its eight (8) year term for any reason discussed herein. If such a termination occurs, the Company acknowledges and agrees to remove all personal property improvements, other than the constructed building if such building is completed in construction, from the Ebony Development Site. Company acknowledges and agrees to restore, to the best of their ability, the land to its original state following permanent cessastion of operation of the Project; provided that such obligation to restore the land shall survive the termination of this Agreement.

3.5 Other Provisions. Company specifically acknowledges and agrees to the terms contained within this Agreement regarding Defaults; Remedies; Termination; and Incentive Recapture.

ARTICLE IV
COUNTY'S AGREED ACTIONS

Execution of this Agreement and the continued effectiveness of this Agreement is further conditioned on the County acknowledging and agreeing to take the following actions:

4.1 Chapter 381 Rebate. The County will provide Company with a fifty-four percent (54%) ad valorem tax rebate on the personal property and real property

improvement taxes paid for the Project, located on the 19.02 acre tract of land located at 19315 Marbach Lane, San Antonio, TX 78266, for a maximum of eight (8) years.

4.2 Property Subject to Chapter 381 Rebate. Personal property and real property improvements installed and benefitting from the tax rebate shall include replacements for such personal property and real property improvements during the tax rebate period so long as the property is located on the Ebony Development Site and is identified as such personal property and real property improvements on the site. All of Company's other property shall remain subject to any taxes assessed by other taxing jurisdictions, other than the County, and this Agreement does not grant any tax rebate or incentive with respect to other taxing entities.

4.3 Rebate Process. Subject to the terms and conditions of this Agreement, the tax rebate will be provided by the County by reimbursing Company the relevant amount of real and personal property ad valorem taxes paid by Company to the County for each relevant tax year. The County shall process the Chapter 381 Payment within thirty (30) days of receipt of invoice by County Auditor from the Company unless the County needs additional information or time, at which time the County will notify in writing, the Company of the additional information or time needed to process the Chapter 381 Payment. The written notice from the Company to the County that the relevant real and personal property ad valorem taxes have been paid in full shall include a copy of the paid tax receipt or other proof that such taxes have been paid.

4.4 Notwithstanding the above, all deadlines for payment of property taxes or contesting property appraisals shall be governed by the provisions of the Texas Property Tax Code or other applicable law.

ARTICLE V
COMPANY'S REPRESENTATIONS AND COVENANTS

Company hereby represents and covenants to the following:

5.1 Authorized in Texas. Company is a duly authorized and existing limited liability corporation, created and operating and in good standing under the laws of the State of Delaware and is authorized and in good standing to transact business in the State of Texas during the term of this Agreement.

5.2 Authorized Execution. Company has taken all necessary corporate action to authorize its execution and delivery of this Agreement and its performance of its obligations hereunder.

5.3 Funding. Company will have available to it all funds, required to be expended by it for completion of the Project described by this Agreement.

5.4 Compliance with Law. Company will use its reasonable efforts to complete all of its obligations under this Agreement when and as set forth herein. Company shall operate and maintain the Facility in accordance with all applicable federal, state, and local laws, codes, ordinances, and regulations, including, but not limited to, flood, subdivision, building, electrical, plumbing, fire, and life safety codes, other orders and ordinances, as amended.

5.5 Payment of Taxes. Company shall pay all real and personal property ad valorem taxes on the Property, in a timely manner, whether assessed by the County or any other taxing jurisdiction. Company's payment of any penalties or interest related to untimely tax payments are not eligible for reimbursement under this Agreement.

5.6 Other Agreements. Company has not entered into, and will not enter into, any agreement (written or otherwise) with any person or entity that would prohibit or limit Company from performing all of its obligations under this Agreement.

5.7 No Litigation. As of the date of this Agreement, there is no litigation, claim, or proceeding pending of which Company has received written notice, nor to the actual knowledge of Company is there any litigation, claim, or proceeding threatened that could prohibit or limit Company from performing all of its obligations under this Agreement. The Company shall notify in writing, the County within thirty (30) days of any litigation, claim, or proceeding of which the Company has received written notice that could prohibit or limit Company from performing all of its obligations under this Agreement.

5.8 No Bankruptcy Proceedings. No bankruptcy proceedings or other proceedings are currently pending or contemplated, and Company has not been informed of any potential involuntary bankruptcy proceedings. The Company shall immediately notify in writing, the County of any bankruptcy proceedings. Any bankruptcy proceedings shall be addressed in compliance with paragraph 7.1 of this Agreement.

5.9 Dissolution. Company will not dissolve or take any action in furtherance thereof so long as it has not performed all of its obligations under this Agreement.

5.10 Transfer of Assets. Company will not dispose of or transfer any of its assets to a person or entity not a party to this Agreement if such disposition or transfer would materially and adversely affect its ability to perform all of its obligations under this Agreement.

5.11 Completion of Construction. Company covenants and agrees to use its reasonable efforts to complete the Project as shown in the construction design narrative. Company agrees to attach copies of their construction timeline and design narrative as Exhibit B to this Agreement, attached hereto and incorporated by reference

herein. The completion of construction shall be performed in accord with paragraph 3.2.

5.12 Inspection by County. Company agrees to allow inspection of the Ebony Development Site by the County Judge or his designee(s) during the term of this Agreement. Such inspection shall be to determine if the terms and conditions of this Agreement are being met and for the purpose of assuring compliance with applicable codes and ordinances and to confirm adequate identification of installed personal property and real property improvements.mnInspections will be made only after giving Company a minimum of two (2) business days prior written notice and will be conducted in such a manner as to not unreasonably interfere with the operation of the Project.

5.13 Notice of Default. Company agrees to notify the County in writing within four (4) business days if it has actual knowledge that it is in default of any obligation under this Agreement.

5.14 Undocumented Worker. In accordance with Chapter 2264 of the Texas Government Code, Company agrees not to knowingly employ any undocumented workers at the Project during the Term of this Agreement. If Company is convicted of a violation under 8 U.S.C. Section 1324a (f), then such violation shall be an event of default. In the event of a conviction of a violation under 8 U.S.C. Section 1324a(f), the Company shall immediately notify the County in writing and repay to the County the amounts, with interest, rebated to Company by this Agreement for the period covered under this Agreement during which such violation occurred. Such repayment with interest shall be made to the County Auditor within one-hundred twenty (120) business days after the date the Company is notified by the County of such violation. The County, in its sole discretion, may extend the period for repayment herein.

5.15 Interest on Repayments for Undocumented Worker Violation. If the Company owes repayment to the County pursuant to Section 5.14 above, the Company shall pay interest on the amounts due to County at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Bank of America, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate, from the date of such violation notice until the repayment amount plus interest is paid in full.

5.16 All Necessary Rights. To its current, actual knowledge, Company has acquired and maintained, or will acquire and maintain, all necessary rights, licenses, permits, including any construction permits required by the Fire Code, and authority to carry on its business in Comal County, Texas, and will continue to use its commercially reasonable efforts to maintain all necessary rights, licenses, permits and authority.

5.17 Full Compliance. Company shall timely and fully comply with all of the terms and conditions of this Agreement.

5.18 Certify Compliance. Company agrees to certify annually in writing its compliance with the terms of this Agreement. Such certification shall be provided to the County by February 15th of each year, commencing February 15, 2023, through February 15, 2031, the final year Company seeks a real and personal property ad valorem tax rebate under this Agreement. Notwithstanding the above, the Parties understand that certain information, such as final tax appraisal values, which are not available until later in the year may be supplied when it becomes available, but without unreasonable delay.

5.19 Land Purchase. Company has purchased the 19.02 acre tract of land located at 19315 Marbach Lane, San Antonio, TX 78266, on which the battery storage facility will built.

ARTICLE VI
COUNTY'S REPRESENTATION S AND COVENANTS

County hereby represents and covenants to the following:

6.1 Authorized in Texas. The County is a duly authorized and existing political subdivision of the State of Texas.

6.2 Authorized Execution. The County has taken all necessary action to authorize its execution and delivery of this Agreement and its performance of its obligations herein.

6.3 Full Compliance. The County will use its best effort to complete all of its obligations under this Agreement when and as required.

ARTICLE VII
SUSPENSIONS, DEFAULTS, REMEDIES, AND TERMINATION

7.1 County Suspension Right. The County, under the following circumstances, and at its sole discretion, may suspend its obligations under this Agreement or terminate this Agreement and all future payment obligations shall automatically cease upon any one of the following events:

a. Appointment of Receiver. The appointment of a receiver of Company, or of all or any part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

b. Adjudication as Bankrupt. The adjudication of Company as a bankrupt.

c. Filing for Bankruptcy. The filing by Company of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

7.2 Default in Completing Construction. If Company does not complete construction of the Project by December 31, 2024, then the Agreement may be terminated per paragraph 7.6 below. The date for completing the construction and beginning the operations of the Project may be extended by County through a mutually agreed instrument in writing.

Operational Default. If during the term of this Agreement, the Company should discontinue operations at the Ebony Development Site, for a period of ninety (90) consecutive calendar days, then County shall have the right to terminate this Agreement in accordance with section 7.6 below.

7.3 Default in Rebate Payment by County. If Company determines that the County has defaulted in its payment obligations, Company may only seek specific performance against the County.

7.4 Remedy for Unavoidable Delays for Construction. Notwithstanding anything to the contrary set forth herein, the construction shall be completed as of December 31, 2024. The Company may request from the County, an extension of one day for each day that the Company or its contractors were prevented, delayed, or stopped from pursuing completion of construction under this Agreement due to war, terrorism, strikes, pandemic, weather, natural disaster, fire, supply chain disruption or acts of God (hereinafter referred to as "Unavoidable Delays"). Company shall be allowed to discontinue construction at the site for a period of ninety (90) days or more without triggering termination or default due to Unavoidable Delays; provided that Company provides notice of such discontinuation once it becomes aware of the need for the same. In order for Company to claim the existence of Unavoidable Delays hereunder, Company shall be required to provide written notice and justification to the County within thirty (30) days of the Unavoidable Delay claimed by Company.

7.5 Remedy for Unavoidable Delays for Operations. Notwithstanding anything to the contrary set forth herein, the Company may request from the County, an extension of one day for each day that the Company was prevented, delayed, or stopped from performing its operations, under this Agreement due to war, terrorism, strikes, pandemic, weather, natural disaster, fire, supply chain disruptions or acts of God (hereinafter referred to as "Unavoidable Delays"). Company shall be allowed to discontinue operations at the site for a period of ninety (90) days or more without triggering termination or default in operations due to Unavoidable Delays. However, in order for Company to claim the existence of Unavoidable Delays for operations, Company shall be required to provide written notice and justification to

the County within thirty (30) days of the Unavoidable Delay for operations claimed by Company.

7.6 Termination. In the event that County determines it has the right to terminate this Agreement in whole or in part under any relevant provision herein, the County shall notify Company in writing at the address set forth in this Agreement. If the default(s) is not cured within sixty (60) days after the date of such notice, the County may terminate this Agreement, subject to the County's rights of incentive recapture, upon written notice to Company. Upon termination of this Agreement in whole or in part, the County shall have the right regarding incentive recapture (as discussed below), in addition to seeking such other remedies as may be available at law or equity.

ARTICLE VIII
REPORTING

8.1 All Records. Company shall collect and maintain all relevant records of Company, its successors and assigns, and tenants related to each of the economic development considerations and incentives and performance requirements as stated in this Agreement. After receiving a notice from the County of at least fifteen (15) business days, Company agrees to provide County with access to requested records without disclosing any confidential employee information. The confidentiality of such report and information shall be maintained by the County unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, or at the direction of the Office of the Texas Attorney General.

ARTICLE IX
INCENTIVE RECAPTURE

9.1 Incentive Recapture. If this Agreement is terminated by the County pursuant to any of the conditions contained herein, the Company agrees to repay, one hundred percent (100%) of the last Chapter 381 Payment rebated to Company for the rebate year in which the default occurred. In the event of termination, an invoice for the total amounts due will be sent to Company, and Company agrees to pay the total amounts due within thirty (30) days after receipt of the invoice. If the invoice is not paid by Company within 30 days, then County may seek interest and attorney's fees on the unpaid invoice amount.

9.2 Impact of Waiver. Any waiver, intentional or unintentional, granted by the County to Company of an act of default shall not be deemed to be or constitute a waiver of any other existing or future act(s) of default by Company or of a subsequent act of default of the same act or event by Company.

ARTICLE X
COUNTY'S LIABILITY LIMITATIONS

10.1 County's Failure to Comply. Should the County fail to timely comply with its obligations under this Agreement, following thirty (30) days' written notice thereof delivered by Company, such failure shall be an act of default by the County.

10.2 Limitation on County's Liability. Company specifically agrees that the County shall only be liable to Company for the amount of the Chapter 381Payments it is required to pay to Company, and shall not be liable to Company for any other actual or consequential damages, direct or indirect, or any other interest or fees for any act of default by the County under the terms of this Agreement.

10.3 Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

ARTICLE XI
REPRESENTATIVES

11.1 Party Representatives. Each Party will designate a representative for actions to be taken by it hereunder and will notify all other Parties in writing of such designation and any changes in such designations. Each Party's representative will be the contact person for such Party to facilitate completion of its obligations under this Agreement. The initial designated representatives of the Parties are Sherman Krause, County Judge or his designee for the County and Oscar Dalton or his designee for Company.

ARTICLE XII
MISCELLANEOUS

12.1 Amendments. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all of the Parties hereto.

12.2 Representations and Warranties of County. The County represents and warrants to Company that this Agreement is within its authority pursuant to Chapter 381 of the *Texas Local Government Code*, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction.

12.3 Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Each party warrants and represents that the individual executing this Agreement on behalf of that individual's represented Party has full authority to execute this Agreement and bind the represented Party to the same.

12.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If to Company:

Plus Power LLC
c/o Ebony Energy Storage LLC
Attn: Oscar Dalton
1780 Hughes Landing Blvd Suite 675
The Woodlands TX 77380

With a copy to:

Plus Power LLC
c/o Ebony Energy Storage LLC
Attn: General Counsel
1780 Hughes Landing Blvd Suite 675
The Woodlands TX 77380

All legal notices will be sent to the Company's Registered Agent, at:

Corporation Service Company
DBA CSC - LAWYERS INCO
211 E. 7th Street, Suite 620
Austin, TX 78701-2306

With a copy to:

Plus Power LLC
c/o Ebony Energy Storage LLC
Attn: General Counsel
1780 Hughes Landing Blvd Suite 675
The Woodlands TX 77380

If to County:

Comal County
Attn: County Judge
100 Main Plaza
New Braunfels, TX 78130

Comal County Auditor
150 N. Seguin, Suite 2019
New Braunfels, TX 78130

With a copy to: Comal County Criminal District Attorney
Attn: Chief Civil Prosecutor
199 Main Plaza, Suite 2007
New Braunfels, TX 78130

Any party may designate a different address at any time by giving Notice to the other parties.

12.5 Assignment. Company may not assign this Agreement without the prior written consent of the County.

12.6 Interpretation. Each of the parties has been represented by counsel of its choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.

12.7 Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the parties. Neither the County, nor its past, present or future officers, elected officials, employees nor agents, assume any responsibility or liability to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

12.8 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Comal County, Texas. Exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas.

12.9 Severability. In the event any provision in this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

12.10 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

12.11 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

12.12 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

12.13 Indemnity. Company agrees to indemnify, defend and hold harmless the County and its elected officials, officers, employees and agents from and against any claims, losses, damages, causes of action, suits and liabilities arising out of negligence of Company in connection with this Agreement.

12.14 No Waiver of Immunity. No provision of this Agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Agreement shall become effective as of the date of the last properly authorized signature.

COMAL COUNTY, TEXAS

Sherman Krause, County Judge

Date: JAN 19, 2023

EBONY ENERGY STORAGE, LLC

By: Oscar Dalton, VP

Date: 1/18/23

ATTEST:

Bobbie Koepp, County Clerk

COMMISSIONERS' COURT COMAL COUNTY, TEXAS

EXHIBIT A

PROPERTY DESCRIPTION AND LOCATION

Being a 19.02 acre tract of land located in the Vincente Micheli Survey No. 114, Abstract No. 383, Comal County, Texas, being part of the remainder of a called 90.85 acre tract of land, recorded in Volume 975, Page 869, Deed Records, Comal County, Texas, and the residue of a called 0.921 of an acre tract recorded in Volume 211, Page 470, Deed Records, Comal County, Texas, said 19.02 acre tract of land being more particularly described as follows:

BEGINNING at a found ½" iron pin in the Southwest right of way line of Marbach Lane for the Northeast corner of a called 5.204 acre tract, Exhibit A, recorded in Document No. 201706026454, Official Public Records, Comal County, Texas, same point being an East corner of said 90.85 acre tract of land, recorded in Volume 975, Page 869, Deed Records, Comal County, Texas;

THENCE departing the Southwest right of way line of Marbach Lane, with the North line of said 5.204 acre tract and a Southeastern line of said 90.85 acre tract, S 60°35'30" W, a distance of 732.66 feet to a found 3/4" iron pin for the Northeast corner of a called 1.038 acre tract, "Exhibit A", recorded in Volume 839, Page 271, Deed Records, Comal County, Texas, same point being the Northwest corner of said 5.204 acre tract, a Southeast corner of said 90.85 acre tract, and a corner of the herein described tract;

THENCE with the Northwest line of said 1.038 acre tract and the Southeastern line of said 90.85 acre tract, S 59°23'44" W, a distance of 209.93 feet to a found mag nail in concrete with washer labeled "James Schwarts" for the Northeast corner of a called 0.944 acre tract, recorded in Document No. 9706007215, Deed Records, Comal County, Texas, same point being the West corner of said 1.038 acre tract, a Southeast corner of said 90.85 acre tract, and a corner of the herein described tract;

THENCE with the Northwest line of said 0.944 acre tract and the Southeastern line of said 90.85 acre tract, S 58°46'55" W, a distance of 193.70 feet to a set 1/2" iron pin with cap "HMT" for the Easternmost North corner of a called 3.996 acre tract, "Exhibit A", recorded in Document No. 9806014294, Official Public Records, Comal County, Texas, same point being the West corner of said 0.944 acre tract, a Southeast corner of said 90.85 acre tract, and a corner of the herein described tract;

THENCE continuing with the North line of said 3.996 acre tract and the Southeastern line of said 90.85 acre tract, the following three (3) calls:

1. S 58°51'49" W, a distance of 149.20 feet to a set 1/2" iron pin with cap "HMT" for a corner;
2. N 36°08'51" W, a distance of 105.06 feet to a set 1/2" iron pin with cap "HMT" for a corner;
3. S 57°35'49" W, a distance of 453.78 feet to a set 1/2" iron pin with cap "HMT" for the North corner of a called 2.00 acre tract of land, "Exhibit A", recorded in Document No. 200206011982, Official Public Records, Comal County, Texas, same point being the West corner of said 3.996 acre tract, a Southeast corner of said 90.85 acre tract, and a corner of the herein described tract;

EXHIBIT A

PROPERTY DESCRIPTION AND LOCATION (Continued)

THENCE with the North line of said 2.00 acre tract and the Southeast line of said 90.85 acre tract, S 59°09'39" W, a distance of 142.81 feet to a set 1/2" iron pin with cap "HMT" in the North line of said 2.00 acre tract, for a corner of the herein described tract;

THENCE departing the North line of said 2.00 acre tract and the Southeast line of said 90.85 acre tract, continuing over and across said 90.85 acre tract, the following two (2) calls:

1. N 31°00'45" W, a distance of 846.09 feet to a set 1/2" iron pin with cap "HMT" for a corner;
2. N 60°11'23" E, a distance of 1069.67 feet to a set 1/2" iron pin with cap "HMT" in the Southwest line of the remainder of a called 17.471 acre tract, recorded in Document No. 200606003294, Official Public Records, Comal County, Texas, same line being the Northeast line of said 90.85 acre tract, and a corner of the herein described tract, from which a found 1/2" iron pin for the West corner of said remainder of a called 17.471 acre tract and the North corner of said 90.85 acre tract bears N 31°04'57" W, 60.01 feet;

THENCE with the Southwest line of the remainder of a called 17.471 acre tract and the Northeast line of said 90.85 acre tract, S 31°04'57" E, a distance of 395.38 feet to a found 5/8" iron pin for the North corner of a called 3.399 acre tract (City of San Antonio), recorded in Volume 513, Page 281, Deed Records, Comal County, Texas, for a corner of the herein described tract;

THENCE departing the Southwest line of the remainder of a called 17.471 acre tract, continuing with the Northwest, Southwest and Southeast line of said 3.399 acre tract and an interior line of said 90.85 acre tract, the following three (3) calls:

1. S 58°51'15" W, a distance of 314.60 feet to a found 5/8" iron pin for a corner;
2. S 31°02'03" E, a distance of 470.00 feet to a set 1/2" iron pin with cap "HMT" for a corner;
3. N 58°53'06" E, a distance of 315.00 feet to a set 1/2" iron pin with cap "HMT" for the Southwest corner of a called 3.871 acre tract (Mahan to the City of San Antonio), recorded in Document No. 9706027008, Official Public Records, Comal County, Texas, same point being the Southeast corner of said 3.399 acre tract, a Northeast corner of the aforementioned 90.85 acre tract, and a corner of the herein described tract;

THENCE continuing with the South line of said 3.871 acre tract and a Northeast line of said 90.85 acre tract, the following two (2) calls:

1. N 60°55'23" E, a distance of 90.53 feet to a set 1/2" iron pin with cap "HMT" for a corner;
2. N 60°31'20" E, a distance of 755.19 feet to a set 1/2" iron pin with cap "HMT" for a corner in the aforementioned Southwest right of way line of Marbach Lane for the East corner of said 3.871 acre tract, same point being an East corner of said 90.85 acre tract, and the Northernmost East corner of the herein described tract;

THENCE with the Southwest right of way line of Marbach Lane and the East line of said 90.85 acre tract, S 04°31'40" E, a distance of 55.72 feet to the POINT OF BEGINNING, containing a 19.02 acre tract of land in Comal County, Texas.

Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (NA2011) Epoch 2010.00.

EXHIBIT B

PROJECT DESCRIPTION
AND ESTIMATED CONSTRUCTION TIMELINE

Project Description

Plus Power anticipates constructing a 200-megawatt, 4 hour lithium-ion battery energy storage facility (BESS). The exact capacity and specific technology will be determined during the design process. The investment may include the following: battery containers, large storage racks, HVAC system, electrical transmission cables, transformers, inverters, project substation including breakers, a transformer and meters, overhead transmission lines, an operations and maintenance facility, fencing for safety and security, telephone and internet communication system, and any other equipment necessary to safely store, maintain, and transmit power to the ERCOT electrical grid, and any other eligible ancillary and necessary equipment for commercial operations of the proposed project.

Estimated Construction Timeline:

If granted an abatement pursuant to Texas Tax Code 381, Plus Power estimates the following construction timeline associated with this project. This schedule will be finalized as the project construction and financing is finalized.

Construction Commencement	No later than December 31, 2023
Construction Completion	No later than December 31, 2024
Commerical Operations	No later than December 31 ,2024