TAX ABATEMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This Tax Abatement Agreement ("*Agreement*") is made and entered into as of the _____ day of _____, 2023, by and between DALLAS COUNTY, TEXAS ("*County*"), a political subdivision of the State of Texas duly acting by and through its Commissioners Court, and CANADIAN SOLAR US MODULE MANUFACTURING CORPORATION, a Delaware corporation, ("*Tenant*"), and CA 3000 SKYLINE DRIVE, LLC, a Delaware limited liability company, CHAPMAN & WILSON LLC, a California limited liability company, MRC SKYLINE, LLC, a South Dakota limited liability company, and WILSON PROPERTY HOLDINGS, LLC, a California limited liability company (collectively, the ("*Owner/Landlord*") duly acting by and through their authorized officers for the purposes and considerations stated below. The County, Tenant, and Owner/Landlord may be referred to individually as a "*Party*" or collectively as "*Parties*".

WITNESSETH:

WHEREAS, the County has adopted a Tax Abatement Policy ("*Policy*"), by the passage of Dallas County Commissioners Court Order 2022-0126 on the 1st day of February 2022, that contains the guidelines and criteria used to determine the provision of tax abatement assistance from the County authorized under the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended, and Chapter 381 of the Texas Local Government Code;

WHEREAS, the County's current Tax Abatement Policy is attached as **Exhibit "A"** hereto;

WHEREAS, the Owner/Landlord owns and maintains certain real property, including the improvements located thereon within Dallas County, Texas generally located at 3000 Skyline Drive, Mesquite, Texas and more fully described in **Exhibit "B",** attached hereto (the "*Property*");

WHEREAS, the Owner/Landlord and Tenant entered into a Commercial Lease Agreement dated January 10, 2023 (the "*Lease Agreement*"), which is attached as "**Exhibit D**" hereto and incorporated into this Agreement for all intent and purposes whereby Owner/Landlord agreed to lease the Property and Improvements (as hereafter defined) located thereon to the Tenant for the purpose of manufacturing and distributing solar photovoltaic modules;

WHEREAS, Owner/Landlord and Tenant anticipate undertaking certain Economic Activity (as hereafter defined) on or about the Property, including, without limitation, (i) construction and/or modification of the Improvements (as hereinafter defined) on the Property for the purpose of operating a solar photovoltaic modules manufacturing and distribution facility; (ii) generation and retention of employment opportunities at the Property as more particularly described herein; and (iii) making certain Improvements and Business Personal Property (hereinafter defined) investments with respect to the Property, and the County finds that the other terms hereof are consistent with encouraging development in accordance with Court Order 2022-0126 and 2023-_____ , Chapter 381 of the Texas Local Government Code, and all other applicable laws; and

WHEREAS, the County finds that the Tenant's contemplated construction and/or modification of the Improvements on the Property and Tenant's anticipated use of the Property, the contemplated generation and retention of employment opportunities at the Property, and the contemplated real property Improvements and Business Personal Property investments on or about the Property are feasible and practical and will be of significant benefit to the County and its citizens; and

WHEREAS, the County finds that the terms of this Agreement and the Property and proposed investments, as hereinafter described, meet the applicable guidelines and criteria of the Policy; and

WHEREAS, Court Orders 2022-0126 and 2023-_____ authorize the County to enter into this Agreement with the Owner/Landlord and Tenant.

NOW THEREFORE, the County, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the attraction of new investment and increased job generation that contributes to the economic development of the County and the enhancement of the County's tax base; and the Owner/Landlord and Tenant, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the tax abatement set forth herein below, as authorized by Court Orders 2022-0126 and 2023-_____ do hereby contract, covenant, and agree as follows:

SECTION I.
DEFINITIONS

Wherever used in this Agreement, the following capitalized terms shall have the meanings set forth below:

1. "*Base Value*" shall mean the appraised value of the Property and the Business Personal Property as determined by Dallas Central Appraisal District ("DCAD") as of January 1, 2023.

2. "*Business Personal Property*" shall include all personal property, including any equipment or machinery characterized as fixtures, owned or leased by Tenant located on or re-located to the Property used in connection with operation of the Improvements and for which Tenant is responsible for paying any applicable property taxes, but excluding any business personal property that is exempt from ad valorem taxation as Freeport goods pursuant to Section 11.251 of the Texas Tax Code and Article VIII, Section 1-j of the Texas Constitution.

3. "*Economic Activity*" shall mean the following acts undertaken by or on behalf of Owner/Landlord and Tenant: (i) construction and/or modification of the Improvements and use of the Property and Improvements as a solar photovoltaic module manufacturing and distribution facility; (ii) Tenant's creation of 1,400 Full-Time Permanent Positions (as hereinafter defined) and/or Full-Time Equivalent Permanent Positions (as hereinafter defined) to be located on the Property, such creation of employment opportunities being more particularly described in the Job Creation Requirement set forth below; and (iii) the investment of funds with regard to certain real property Improvements and Business Personal Property located on or relocated to the Property or used in connection with the Tenant's operations on the Property.

4. "*Eligible Business Personal Property Value*" shall mean the value, as annually established by DCAD, of all of Tenant's Business Personal Property, excluding any Freeport-eligible

inventory, within the Property less the Business Personal Property's Base Value, as defined herein and as established by DCAD.

5. "*Eligible Real Property Value*" shall mean the value, as annually established by DCAD of all of the Owner's Property and Improvements within the Property less the Property's Base Value, as defined herein and as established by DCAD.

6. *"Improvements"* shall mean those certain improvements constructed or to be constructed on or about the Property. The Improvements shall be used in connection with the Economic Activity undertaken by Owner/Landlord and Tenant.

7. "*Job Creation Requirement*" shall refer to the Tenant's agreement to annually employ an aggregate number of a minimum of 1,400 persons in Full-Time Permanent Positions (as defined herein) and/or Full-Time Equivalent Permanent Positions (as defined herein), at an average annual wage or salary of FIFTY THOUSAND ONE HUNDRED TWENTY DOLLARS (**$50,120.00)** to be located on or based out of the Property, beginning no later than January 1, 2026 and thereafter continuing to do so for the remainder of the Tax Abatement.

8. "*Owner*" shall mean and refer to the parties to this Agreement who are the respective owners from time to time of the Property and Business Personal Property that is subject to tax abatement hereunder and any Successor Entity. An "Affiliate" of an Owner means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Owner. For purposes of this definition, "control" of an entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise.

9. "*Property*" shall mean that land and Improvements physically located at 3000 Skyline Drive in Mesquite, Texas and legally described and generally depicted in **Exhibit "B",** attached hereto and incorporated by reference. The County relies on the attached Exhibit "B", provided by Owner to be a full, complete and accurate legal description of said parcel, and to the extent that said description might exceed said parcel, it is excluded from any abatement provided for hereunder.

10. "*Successor Entity*" shall mean (i) any entity which is a successor or assign to an Owner by merger, consolidation, assignment reorganization or otherwise; or (ii) a purchaser of all or substantially all of an Owner's assets.

SECTION II.
GENERAL PROVISIONS

1. The County has adopted guidelines and criteria governing tax abatement agreements such that it is authorized to enter into this Agreement.

2. The Property is not located in an improvement project financed by tax increment bonds.

3. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County.

4. The Property is not owned or leased by any member of the Dallas County Commissioners Court.

5. The Owner/Landlord represents that it owns the Property and Improvements and has agreed to lease the Property and Improvements to the Tenant pursuant to the terms set forth in the Lease Agreement between the Owner/Landlord and Tenant. The Owner/Landlord and Tenant represent that Tenant has the authority under the terms of the Lease Agreement to construct or cause the construction of a portion of Tenant Improvements thereon, and locate Business Personal Property on the Property.

6. Owner/Landlord and Tenant covenant and agree that the construction and modification of the Improvements and use of the Property and Business Personal Property subject to this Agreement will be in accordance with and will comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations including all federal and state laws relating to nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, as amended.

7. Owner/Landlord and Tenant agree not to engage in employment practices, which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, disability, or political belief or affiliation.

8. Owner/Landlord and Tenant agree to comply with all applicable federal and state laws governing the employer-employee relationship, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Family and Medical Leave Act, and Title I and V of the Americans with Disabilities Act.

9. During the Tax Abatement Period (hereinafter defined), Owner/Landlord and Tenant shall be subject to all County taxation not specifically abated or exempted.

10. Owner/Landlord and Tenant, as applicable, shall have the right to protest and/or contest DCAD appraisals of the Property, the Improvements located upon the Property, and/or Business Personal Property over and above the respective Base Value of the Property, the Improvements located upon the Property and/or the Business Personal Property, as the case may be, under the procedures in place by the Tax Code of the State of Texas. The Tax Abatement (as hereinafter defined) shall be applied to the amount of taxes finally determined by DCAD to be due as a result of any such protest and/or contest by Owner/Landlord and/or Tenant.

SECTION III.
RATE AND CONDITIONS OF TAX ABATEMENT

1. Owner/Landlord, as applicable, shall receive the Real Property Tax Abatement (hereinafter defined) and the Tenant shall receive the Business Personal Property Tax Abatement (hereinafter defined) upon satisfaction of the conditions set forth in Section III(1)(a)-(d) below. For purposes of this Agreement, the Real Property Tax Abatement and Business Personal Property Tax

Abatement shall be collectively referred to herein as the "*Tax Abatement*." Tenant shall receive a seventy-five percent (75%) abatement of the taxes assessed on the Eligible Business Personal Property Value (the "*Business Personal Property Tax Abatement*") and Owner/Landlord shall receive a twenty-five percent (25%) abatement on the taxes assessed on the Eligible Real Property Value (the "*Real Property Tax Abatement*") from the County for each qualifying year during the Tax Abatement Period subject to the terms of this Agreement.

(a) Owner/Landlord and Tenant shall use the Improvements and Property for manufacturing and distributing solar photovoltaic modules.

(b) The aggregate of the Eligible Real Property Value and the Eligible Business Personal Property Value by January 1 of each year during the Tax Abatement Period, as determined by DCAD, shall be at least equal to the aggregate value for the applicable year set forth on **Exhibit "C"** ("Aggregate Value Condition"), which is attached hereto and incorporated into this Agreement.

(c) The Owner/Landlord and Tenant shall file or cause to be filed the annual exemption application (the "*Exemption Application*") forms with DCAD for the Real Property Tax Abatement and the Business Personal Property Tax Abatement that the Owner/Landlord and Tenant believes it is eligible to receive under this Agreement.

(d) Tenant shall comply with the Job Creation Requirement. Employment positions applied toward satisfaction of the Job Creation Requirement shall include Full-Time Permanent Positions or Full-Time Equivalent Permanent Positions (as such terms are hereinafter defined). A Full-Time Permanent Position means a "position for which an individual is scheduled to work at least 1,800 hours in a twelve-month period for Tenant, its subsidiaries, or its affiliates as an employee." A Full-Time Equivalent Permanent Position means "two or more part-time positions filled by individuals working with or for Tenant, its subsidiaries, or its affiliates a combined total of at least 35 hours per week as an employee" which shall be counted as one Full-Time Equivalent Permanent Position.

SECTION IV.
ABATEMENT PERIODS

The Tax Abatement provided under this Agreement is for a period of ten (10) years and will begin no later than January 1, 2026 (the "*Tax Abatement Period*"). Owner/Landlord, Tenant, and the County shall have no further obligations under this Agreement upon expiration of the Tax Abatement Period, except as otherwise provided herein.

SECTION V.
RECORDS AND AUDITS

1. No later than March 31 of the first year that this Tax Abatement goes into effect and January 31 of each applicable year thereafter during the Tax Abatement Period, Tenant shall submit to the County in writing, a certification as to the number of Full-Time

Permanent Positions and Full-Time Equivalent Permanent Positions that are located on the Property as of January 1 of such year.

2. Concurrently with the certification of the number of Full-Time Permanent Positions and Full-Time Equivalent Permanent Positions, Tenant shall submit to the County a certification that the Aggregate Value Condition is being met in terms of business personal property and real property values.

3. At all times throughout the Tax Abatement Period, the County shall have reasonable access during normal business hours to the Property by County employees (upon at least one-week's prior written notice to the Owner/Landlord and Tenant) for the purpose of inspecting same to ensure that the Property is being used for the required Economic Activity in accordance with the specifications and conditions of this Agreement; provided that the Owner/Landlord and Tenant shall have the right to accompany County employees on any such inspection and the County employees agree to follow Owner/Landlord and Tenant's reasonable site safety and security requirements while on site. In no event shall such inspections interfere with Owner/Landlord's ownership and Tenant's operation of the Property.

4. The Property at all times during the Tax Abatement Period shall be used in a manner consistent with Court Orders 2022-0126 and 2023-_____ and shall be consistent with the general purpose of encouraging economic development within the County.

SECTION VI.
DEFAULT

1. Subject to the cure provisions of this Section VI, a default under this Agreement occurs in the event that the Owner/Landlord and/or Tenant: (i) allows its ad valorem real property taxes and/or tangible business personal property taxes owed to the County from the Property associated with this Agreement as well as from other property the Owner/Landlord and/or Tenant may own within the County to become delinquent during the Tax Abatement Period and fail to timely and properly follow the legal procedures for protest and/or contest of any such taxes; (ii) fails to file an annual Exemption Application; (iii) fails to meet the Aggregate Value Condition for each relevant year; (iv) fails to comply with the Job Creation Requirement during the Tax Abatement Period; (v) is convicted of a violation under 8 USC Section 1324a(f); or (vi) fails to comply with any of the terms or conditions set forth in this Agreement. In the event that the Owner/Landlord and/or Tenant defaults in its performance as set forth in any of (i), (ii), or (vi) above , the County or DCAD shall give Owner/Landlord and Tenant written notice of such default and Owner/Landlord and Tenant shall have the right to cure such default. If Owner/Landlord and/or Tenant have not cured a default under (i), (ii), or (vi) within ninety (90) days of said written notice or if a default under (iii) or (iv) occurs, an event of default (an "*Event of Default*") shall exist and this Agreement shall terminate with respect to the defaulting Party (and such defaulting Party shall not receive any Tax Abatements for years after such Event of Default, it being expressly understood that, except as set forth in Section VI (2) below, an Event of Default shall not entitle County to reclaim or receive a repayment right with respect to any Tax Abatement for any year before the Event of Default occurs, and that the

sole remedy by the County for an Event of Default which results from a failure by the Owner/Landlord or Tenant to meet a condition is the termination of this Agreement as to the defaulting Party and not damages or specific performance or any other remedy). In the event that Owner/Landlord and/or Tenant cures any such default within the applicable cure period or prior to termination of this Agreement, no Event of Default shall exist and this Agreement shall continue in full force and effect, without penalty to Owner/Landlord or Tenant.

2. Upon the occurrence of a court finding a violation of Section VI (1)(v) (supra), all taxes which otherwise would have been paid by the Owner/Landlord and/or Tenant to the County without the benefit of the Tax Abatement, including interest and penalties thereon ("Recapture Liability"), will become a debt to the County and shall be due, owing, and paid to the County within one hundred twenty (120) calendar days of a final determination by a court of competent jurisdiction that the Owner/Landlord or Tenant has violated 8 USC 1324a(f) as the sole remedy of the County, subject to any and all lawful offsets, settlements, deductions, or credits to which the Owner/Landlord or Tenant may be entitled, and subject to the rights of the Owner/Landlord and Tenant under applicable law to contest an assertion that a violation of Section VI(1)(v) has occurred. The Recapture Liability interest and penalties shall be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas.

3. This Agreement inures to the benefit of and is enforceable by the County. The County has the right to prosecute or take appropriate action, at law or in equity, against the Owner/Landlord and the Tenant to enforce any other covenant or provision (but not a condition) contained within this Agreement. If the County substantially prevails in a legal proceeding to enforce this Agreement against the Owner/Landlord and/or Tenant, the County is further entitled to recover damages (to the extent the County's remedies are not expressly limited herein), reasonable attorney's fees, and court costs from the Owner/Landlord and Tenant. Any payment due to the County under this Agreement will automatically become a lien which attaches to the Property on January 1 of each year to enforce the payment of all taxes, penalties, and interest ultimately imposed for the year on the Property.

SECTION VII.
EFFECT OF SALE, ASSIGNMENT, OR LEASE OF PROPERTY

The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. The Owner/Landlord, including any Successor Entity, may assign its rights and responsibilities under this Agreement including the right to receive the Tax Abatement to a, parent, subsidiary, or an affiliate entity of the Owner/Landlord or Successor Entity, or any new entity created as a result of a merger, acquisition or other corporate restructure or reorganization of the Owner/Landlord or Successor Entity acquiring title to the Property without the prior approval of the County so long as the entity that will succeed to Owner/Landlord's or Successor Entity's rights and responsibilities under this Agreement enters into a written agreement with the County agreeing to assume, perform, and be bound by all of the covenants, obligations, and agreements contained within this Agreement. Should the Owner/Landlord or Successor Entity assign such rights and responsibilities under this Agreement, the Owner/Landlord or Successor Entity shall give County

prior written notice of such assignment at least thirty (30) business days prior to such assignment. Owner/Landlord agrees that such an assignment will in no way relieve it from any obligation created under this Agreement attributable to the period prior to the assignment.

SECTION VIII.
NOTICE

All notices called for or required by this Agreement shall be reduced to writing and shall be given by (a) electronic mail; and (b) at least one of the following: (i) U.S. mail postage prepaid, by certified or registered mail, return receipt requested; (ii) a nationally recognized overnight delivery service; or (iii) personal delivery, with signed acceptance by the person designated below. In order to be effective, notice shall be addressed to the person shown at the respective addresses set forth below, or such other party or address as a party designates in writing, and shall be deemed properly given: (i) on the third (3rd) business day after being deposited in the U.S. mail postage prepaid, by certified or registered mail, return receipt requested; (ii) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service; or (iii) on the date personally delivered, with signed acceptance thereof by the person designated below.

TO DALLAS COUNTY:

Clay Lewis Jenkins
County Judge
500 Elm Street, Suite 7-G07
Dallas, Texas 75202
Clay.Jenkins@dallascounty.org

And

Luis Tamayo
Director, Planning and Development
500 Elm Street, Suite 3100
Dallas, Texas 75202
Luis.Tamayo@dallascounty.org

With copies to:
Chief, Civil Division
Dallas County Criminal District Attorney's Office
500 Elm Street, Suite 6300
Dallas, Texas 75202
Barbara.Nicholas@dallascounty.org

TO OWNER/LANDLORD:

CA 3000 SKYLINE DRIVE, LLC
John Patterson
Principal
14881 Quorum Drive, Suite 200
Dallas, Texas 75254
john.patterson@capstarrealestate.com

CHAPMAN & WILSON LLC
Bill Scott
Chief Financial Officer
73 W Stewart Rd
Lathrop, CA 95330
wscott@cambaygroup.com

MRC SKYLINE, LLC
Bill Scott
Chief Financial Officer
73 W Stewart Rd
Lathrop, CA 95330
wscott@cambaygroup.com

WILSON PROPERTY HOLDINGS, LLC

5 Sally Ann Road
Orinda CA 94563
jwilson@cambaygroup.com

TO TENANT:

CANADIAN SOLAR US MODULE MANUFACTURING CORPORATION
Philip Zheng
Vice President & General Manager
Manufacturing, North America
Canadian Solar, Inc.
Philip.zheng@csisolar.com
(925) 229-6639

Christophe King
Sr. Director, Global Sales Program Management
Canadian Solar (USA) Inc.
1350 Treat Blvd., Suite 500
Walnut Creek, CA 94597
Christophe.king@csisolar.com
925-394-6219

General Counsel
Canadian Solar (USA) Inc.
1350 Treat Blvd., Suite 500
Walnut Creek, CA 94597
LegalSupportUS@csisolar.com

SECTION IX.
COUNTY AUTHORIZATION

This Agreement is authorized by Court Orders 2022-0126 and 2023-_____ approved at the Commissioners Court meetings of the 1st day of February, 2022 and the ____ day of _____, 2023, respectively.

SECTION X.
OWNER AUTHORIZATION

The execution and performance of this Agreement by Owner/Landlord and Tenant has been duly authorized by their governing authorities and does not require the consent or approval of any other person which has not been obtained. Additionally, the person or persons executing this Agreement on behalf of the Owner/Landlord and Tenant represents, warrants, assures and guarantees that he, she or they have full legal authority to execute this Agreement on behalf of the Owner/Landlord and Tenant and to bind Owner/Landlord and Tenant to all terms, performances, and provisions herein contained.

SECTION XI.
SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase, or word is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

SECTION XII
ESTOPPEL CERTIFICATE

Any 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, which, if requested, will be addressed to a subsequent purchaser assignee or Successor Entity of the Owner, shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action which should be undertaken to cure same), the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party to receive the certificate.

SECTION XIII.
APPLICABLE LAW AND VENUE

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the federal and state courts physically located in Dallas County, Texas shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

SECTION XIV.
SOVEREIGN IMMUNITY

THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO THE COUNTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE COUNTY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD-PARTY BENEFICIARY.

SECTION XV.
AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal, termination or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and signed by Owner/Landlord, Tenant, and the County with formal approval by the Dallas County Commissioners Court. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

SECTION XVI.
INDEMNIFICATION

OWNER/LANDLORD AND TENANT, INCLUDING THEIR RESPECTIVE ASSIGNS, SUCCESSORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, (COLLECTIVELY "INDEMNIFYING PARTY") AGREE TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS THE COUNTY, INCLUDING ITS COMMISSIONERS, ELECTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSIGNS AND REPRESENTATIVES (COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIENS, SUITS, LOSSES, COSTS, DAMAGES, JUDGMENTS, AND EXPENSES, (INCLUDING WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEY'S FEES AND COSTS OF INVESTIGATION) OR OTHERWISE OF ANY NATURE, KIND OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART), INDEMNIFYING PARTY'S PERFORMANCE, FAILURE TO PERFORM OR COMPLY OR BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT.

NO INDEMNIFICATION BY COUNTY: OWNER/LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT THE COUNTY DOES NOT HAVE THE ABILITY UNDER ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION TO INDEMNIFY OWNER/LANDLORD, TENANT OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT.

SURVIVAL: THESE PROVISIONS IN SECTION XVI SHALL SURVIVE TERMINATION, EXPIRATION, OR CANCELLATION OF THIS AGREEMENT, OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF, EXCEPT FOR THIS SECTION XVI, IS VOID, VOIDABLE, INVALID, OR UNENFORCEABLE.

SECTION XVII.
CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, this Agreement shall not be construed against the party who drafted this Agreement, and such party shall not be responsible for the language used.

SECTION XVIII.
ENTIRE AGREEMENT

This Agreement, including all Exhibits *(attached and referenced),* and determinations recited and declared in the preamble to this Agreement are hereby incorporated as part of this Agreement and together constitutes the entire agreement between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, by and between Owner/Landlord, Tenant and the County.

SECTION XIX.
NUMBER/GENDER AND HEADINGS

Words of any gender used in this Agreement shall be held and construed to include any other gender and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION XX.
EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective on the date on which the last of the three parties signs this Agreement (the "*Effective Date*") and shall continue until the expiration of the Tax Abatement Period (the "*Term*") unless this Agreement is terminated sooner as provided hereunder.

SECTION XXI.
FORCE MAJEURE

It is expressly understood and agreed by the Parties to this Agreement that if a Party's ability to satisfy any obligation under this Agreement including, but not limited to the substantial completion of the Improvements is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by franchised utilities or their contractors, fire or other casualty, court injunction, necessary condemnation proceedings, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, the Party so obligated or permitted

shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance, including without limitation, the Tax Abatement Period shall be extended for a period of time equal to the period such Party was delayed, but in no event shall the abatement of taxes exceed more than ten years.

SECTION XXII.
OWNER CERTIFICATIONS

TEXAS GOVERNMENT CODE CHAPTER 2264 CERTIFICATION. Owner/Landlord and Tenant, by execution of this Agreement and in accordance with Chapter 2264 of the Texas Government Code, certify that they do not and will not knowingly employ any undocumented worker at the Property during the Term of this Agreement and that if the Owner/Landlord and/or Tenant is convicted of a violation under 8 U.S.C. Section 1324a(f), Owner/Landlord or Tenant as applicable shall repay all taxes which otherwise would have been paid to the County without the benefit of the tax abatement, including interest and penalties thereon within the time period set forth in Section VI (2) of this Agreement.

SECTION XXIII.
NON-WAIVER OF DEFAULT

Failure of any Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach. It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy at law or in equity. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Parties have a duty to mitigate damages.

SECTION XXIV.
PROHIBITION ON CONTRACT WITH CERTAIN COMPANIES PROVISION

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

SECTION XXV.
NOTICE TO OTHER GOVERNING BODIES

At least seven (7) days prior to the execution of this Agreement, notice of the County's intention to enter into this Agreement shall be delivered to the governing bodies of each other taxing unit that includes in its boundaries the real property that is the subject of this Agreement.

SECTION XXVI.
COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be signed and executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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[SIGNATURES ON FOLLOWING PAGE]

WITNESS HEREOF, the Parties hereto have executed this Tax Abatement Agreement as of the date set forth below.

DALLAS COUNTY:

By: _____

Name: Clay Lewis Jenkins

Title: County Judge

RECOMMENDED BY:

_____
Luis Tamayo,
Director of Planning & Development

APPROVED AS TO FORM:*
JOHN CREUZOT
DALLAS COUNTY CRIMINAL DISTRICT ATTORNEY

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

By: _____
Tina R. Patel, Assistant District Attorney

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

TENANT: CANADIAN SOLAR US MODULE MANUFACTURING CORPORATION

By: _____

Name: Philip Zheng

Title: President

OWNER/LANDLORD: CA 3000 SKYLINE DRIVE, LLC

By: _____
Name:
Title:

Date: _____

OWNER/LANDLORD: CHAPMAN & WILSON LLC

By: _____
Name:
Title:

Date: _____

OWNER/LANDLORD: MRC SKYLINE, LLC

By: _____
Name:
Title:

Date: _____

OWNER/LANDLORD: WILSON PROPERTY HOLDINGS, LLC

By: _____
Name:
Title:
Date: _____

EXHIBIT A

(Dallas County Commissioners Court Order 2022-0126 - Dallas County Tax Abatement Policy)

EXHIBIT B
(Legal Description of the Property)

EXHIBIT C
Aggregate Value Condition

Year of the Tax Abatement Periods	Aggregate Value Requirement
1	$ 185 million
2	$ 180 million
3	$ 170 million
4	$ 165 million
5	$ 160 million
6	$ 155 million
7	$ 145 million
8	$ 140 million
9	$ 140 million
10	$ 140 million

EXHIBIT D
(Commercial Lease Agreement)