

ECONOMIC DEVELOPMENT AGREEMENT
FOR PROPERTY TAX REBATES
BETWEEN TRAVIS COUNTY AND
RRE AUSTIN SOLAR L.L.C.

This Economic Development Agreement (“Agreement”) providing for economic incentives in the form of property tax rebates on eligible property (as defined in this Agreement) is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (“County”), and RRE Austin Solar LLC, a Texas Limited Liability Company duly authorized to transact business in Texas, its successors and assigns (“Company”), the current owner of a leasehold interest in the taxable real property (which will be purchased by Company prior to any payments being made under this Agreement) in Travis County, Texas, located in the Extra Territorial Jurisdiction of the, City of Pflugerville, Texas.

RECITALS

Chapter 381 of the TEXAS LOCAL GOVERNMENT CODE (“Chapter 381”), Subsection .004, authorizes counties to develop and administer community and economic development program(s) to stimulate business and commercial activity in a county, including tax abatement agreements under certain conditions and subject to certain provisions of Chapter 312, TEXAS TAX CODE (“Chapter 312”) and rebate and other incentive agreements under Chapter 381; and Chapter 312, TEXAS TAX CODE, authorizes counties to participate in tax abatement under certain conditions.

Travis County has adopted the Travis County Economic Development Program Policy (“Policy”), included in this Agreement as Attachment A, under which certain economic development incentives may be offered to eligible applicants.

It is the intent of Travis County and Company that, as a result of Company’s development under this Agreement, business and commercial activity in Travis County will be stimulated, encouraged and developed, producing additional tax revenue, job opportunities and small business opportunities for Travis County; and a source of renewable alternate energy will be produced in Travis County.

Company has stated that the Project described in this Agreement would not be completed as set forth without the County assistance granted under this Agreement.

Company intends to construct a new 60 Megawatt Solar Farm (“Facility”) which would generate clean renewable energy to be located at approximately the intersection of Manda Carlson and Felder Road in an area more particularly described in Attachment B to this Agreement (“Property”), on approximately 730 acres of land. In addition, Company will also establish headquarters in Travis County.

The investment by Company is estimated to be approximately \$ 210 million during the time period set forth in this Agreement.

The Commissioners Court finds that the development set forth in this Agreement will: result in substantial immediate and long-term benefit to Travis County and significant financial benefit to other taxing entities within Travis County; promote state and local economic development; stimulate economic development within an area of Travis County that is or has been considered to be economically disadvantaged; and provide a viable alternative source of renewable energy for Travis County.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, reimbursements and payments, the amount and sufficiency of which are acknowledged, County and Company agree to the terms and conditions stated in this Agreement.

1.0 **DEFINITIONS.** In this Agreement,

1.1 “Ad Valorem Taxes” means those property taxes assessed by County on real and personal property located within Travis County.

1.2 “Affiliate of Owner” means all companies under common control with, controlled by, or controlling Company. For purposed of this definition, “control” means 50% or more of the ownership determined by either value or vote.

1.3 "Agreement Funds" means all money rebated to Company pursuant to the terms of this Agreement; also, the amount by which Ad Valorem Taxes which have been paid by Company are rebated pursuant to the terms of this Agreement.

1.4 "Agreement Term" means that time period commencing on the date this Agreement is signed by both Parties ("Effective Date") and continuing until the Termination Date as defined in this Agreement.

1.5 "Commissioners Court" means Travis County Commissioners Court.

1.6 "Completion Date" means the date of issuance of the Certificate of Occupancy (or other documentation establishing completion of the Project to County's satisfaction) for the Project. The Parties agree that the Completion Date will occur on or before December 31, 2014.

1.7 "County Auditor" means Susan Spataro, the Travis County Auditor, or her successor.

1.8 "County Policy" or "Policy" means the Travis County Economic Development Program Policy Guidelines and Criteria, attached hereto as Attachment A.

1.9 "Effective Date" means the date that all parties have fully executed this Agreement.

1.10 "Effective Year Value" means the taxable value assessed by County for the purpose of the payment of Travis County Ad Valorem Taxes on the Eligible Property (as defined in Section 1.11) and set forth on the certified tax rolls of Travis County for the tax year including the Effective Date of the Agreement. The Effective Year for this Agreement is calendar year 2010.

1.11 "Eligible Property" means all tangible business personal property of the Project which was not present on the Property as of the Effective Year of this Agreement and which is subject to assessment for Ad Valorem Taxation by County (excluding inventory, supplies and the purchase price of the real property) as more fully described in Attachment B.

1.12 "Improvements" means that development done by the Company as part of the Project to be constructed, expanded and renovated as set forth in this Agreement and allowed by County Policy. A list of the proposed Improvements is set forth on Attachment B hereto and made a part hereof.

1.13 "Ineligible Property" means that property not included in the definition of "Eligible Property, including specifically the taxable value of real property/land and any improvements located on the Property in the Effective Year.

1.14 "Is doing business" and "has done business" mean:

1.14.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable; or

1.14.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;

but does not include:

1.14.3 Any payments, receipts, loans, or receipts of a loan which are less than \$250.00 per calendar year in the aggregate; or

1.14.4 Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.15 "Key Contracting Person" means any person or business listed in Exhibit A to the Ethics Affidavit attached to this Agreement and marked Attachment C.

1.16 "Parties" and "Party" means the County and/or Company.

1.17 "Payment Term" means that time period beginning on January 1, 2013, and ending on the Termination Date of this Agreement. In the case of this Agreement, the first payment will be made by County in 2013 based on compliance attained by Company since the Effective Date of the Agreement, and Ad Valorem Property Taxes paid for 2012.

1.18 "Payment Year Value" means the taxable value of new improvements on the Property determined by TCAD for the purpose of the payment of Travis County Ad Valorem Taxes on the Eligible Property for any tax year included in the Payment Term of this Agreement as set forth on the certified tax rolls of the County.

1.19 "PBO" means Travis County Planning and Budget Office.

1.20 "Project" means the proposed development as specifically described herein, including, without limitation, a 60 MW solar power production facility located on the land included in the Property and any additional or supporting improvements, facilities and equipment hereafter constructed on the Property pursuant to the terms of this Agreement, as more fully described in Attachment B. The "Project" refers only to the Facility, and does not include the headquarters to be established by Company (except as set forth in the requirements for jobs created).

1.21 "Property" means the land (real property) on which the Project/Facility will be developed as further described herein, including Attachment B.

1.22 "Rebate" means the rebate of Ad Valorem Taxes paid by Company on the Eligible Property pursuant to the terms of this Agreement.

1.23 "Required Number of Jobs" means, for any calendar year during the Agreement Term, the minimum number of full time jobs the Company is required to either create or maintain during that calendar year as stated in Subsection 5.1.1(b).

1.24 "Subcontract" means any agreement between Company and another party to fulfill, either directly or indirectly, any of the requirements of this Agreement, in whole or in part.

1.25 "Subcontractor" means any party providing services required under this Agreement pursuant to an agreement between Company and that party, including contractor(s), subcontractor(s), and other subrecipient(s) of Company; and any party or parties providing services for Company which are required under the terms of this Agreement.

1.26 "TCAD" means the Travis Central Appraisal District.

1.27 "Termination Date" means the earlier to occur of

- (a) December 31, 2032 (with last payment made in 2033), or
- (b) the date on which this Agreement Term is terminated pursuant to the other provisions of this Agreement.

2.0 **GENERAL TERMS**

2.1 **Statutory Authority.** County is authorized to enter into this Agreement under TEXAS LOCAL GOVERNMENT CODE, Chapter 381, Section .004 (and other applicable provisions of TEXAS LOCAL GOVERNMENT CODE, Chapter 381, and other applicable statutes), and related County Policy, in order to stimulate business and commercial activity in Travis County, Texas.

2.2 **Purpose.** The purpose of this Agreement is to grant benefits to Company in order to stimulate and encourage business and commercial activity in Travis County, to create more job opportunities, build the sales and property tax base and promote a partnership relationship with the private sector businesses that will bring a renewable alternate energy source to Travis County.

2.3 **Policy Application.**

2.3.1 **Findings.** The Commissioners Court finds that, with the waivers and modifications to certain requirements as approved by the Commissioners Court by approval of this Agreement, the terms of this Agreement and the Property subject to this Agreement meet the applicable guidelines and criteria set forth in the Policy; and that the development of the Project that is the subject of this Agreement will result in substantial immediate and long-term financial benefit to Travis County and significant financial benefit to other taxing entities within Travis County. The Commissioners Court also finds that the development of the Project as described herein will stimulate economic development within an area of Travis County which is or has been considered to be economically disadvantaged as determined by the Commissioners Court.

2.3.2 **Policy Conflict.** At any time there is a conflict between any provision of this Agreement and any provision of the Policy which cannot be resolved, the provision(s) of this Agreement will apply, unless prohibited by statute, and as provided under appropriate waivers made by the Commissioners Court, as necessary, pursuant to Section 2.3.3.

2.3.3 Waiver. Pursuant to the Policy, the Commissioners Court may waive or modify any requirement not set by statute if the Commissioners Court finds that: such waiver or modification is necessary to serve the public interest; such waiver will allow this agreement to meet the intent of the Policy; and such waiver will not violate statutory requirements. The Commissioners Court hereby adopts those findings, and the findings set forth in Section 2.3.1 and throughout this Agreement and hereby waives and modifies those requirements of the Policy not set by statute as necessary to provide for the terms and provisions set forth in this Agreement.

2.4 Terms.

2.4.1 Agreement Term. County and Company acknowledge and agree that, unless earlier terminated by the Parties pursuant to the terms of this Agreement, this Agreement shall be effective commencing on the Effective Date, as defined in Section 1.9, and shall continue through the Termination Date as such is defined in Section 1.27.

2.4.2 Payment Term. Payment of rebate will take place upon compliance with all terms of this Agreement for the time period contained in the Payment Term which begins January 1, 2012 (with the first payment being made in 2013 as to compliance for 2012), and continues through the Termination Date, as defined in this Agreement; provided, however, in recognition of the fact that Agreement Funds reimbursement are by necessity calculated and reimbursed after taxes have been assessed and paid to County, and therefore always in arrears, the Term of this Agreement shall be deemed to include the time necessary for reimbursement of any Agreement Funds to Company which extend beyond the period of time defined as the Agreement Term in Section 2.4.1.

2.5 Administration of Agreement. This Agreement shall be administered for Travis County by the Travis County Planning and Budget Office (PBO). Company shall provide County through PBO with all information required for County to determine and ensure compliance with every term of this Agreement, including those forms attached hereto and reasonably requested by County.

3.0 ENTIRE AGREEMENT

3.1 All Agreements. All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement.

3.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by Company in accordance with all terms of this Agreement.

3.2.1. Attachment A, Travis County Economic Development Program Policy

3.2.2. Attachment B, Description of Property and Project

3.2.4. Attachment C, Ethics Affidavit

3.2.5. Attachment D, Reporting Form

4.0 AGREEMENT FUNDS

4.1 Agreement Funds.

4.1.1 Rebate Basis. Subject to the terms and conditions set forth in this Agreement, in consideration of full and satisfactory performance of the requirements and obligations under this Agreement, County hereby grants Company a rebate as follows:

Eighty percent (80%) of the difference between the Payment Year Ad Valorem Taxes on Eligible Property paid over the Effective Year Ad Valorem Taxes paid on Eligible Property. Said rebate shall be computed as follows:

(Payment Year Ad Valorem Taxes Paid on Eligible Property - Effective Year Ad Valorem Taxes Paid on Eligible Property) X .8 =
Annual Reimbursement/Rebate by County

Rebate/payment shall be based upon the extent that the Payment Year Value of Eligible Property (as determined by TCAD) exceeds the Effective Year Value of such Eligible Property. The Rebate on tangible business personal property located on the Property in each Payment Year is limited to tangible business personal property OTHER THAN that tangible business personal property that was located on the real property at any time before the Agreement Term, and OTHER THAN

inventory or supplies. The Parties understand and agree that value of real property is not included in the amounts utilized to determine rebate amounts under this Agreement.

4.1.2 Rebate Due Date. Until the Termination date, County shall reimburse Company annually the amount due under this Agreement with respect to a tax year according to the schedule set forth in Section 4.2.1.

4.1.3 Improvements. Incentives provided under this Agreement shall be granted for new facilities and structures and improvements and for the expansion or modernization of existing facilities and structures. Such Improvements shall be listed in detail (including kind, number and location) in the Attachment(s) to this Agreement.

4.1.4 Continuing Taxation. During the Agreement Term, the Company shall be subject to all County taxation not rebated under this Agreement, and to all other applicable taxation. Ad Valorem Taxes shall be payable in full on the Company's taxable property, with rebate to be paid by County pursuant to this Agreement as follows:

- (a) The taxable value of Ineligible Property as defined herein (see Section 1.13) shall be fully taxable, with no rebate.
- (b) The Effective Year Value of the properties of the Company shall be fully taxable, with no rebate.
- (c) The value of Eligible Property shall be fully taxable with rebate by County to Company of Eighty Percent of that payment as set forth in this Agreement.

4.2 Determination and Payment of Agreement Funds.

4.2.1 Reporting/Completion/Payment Dates. The following dates will guide performance, reporting and payment under the terms of the Agreement. The Parties agree that, at any time, reporting, compliance determination and monitoring may allow for payment on an earlier schedule or may require payment on a later schedule, and the Parties will both cooperate to meet all Agreement requirements and provide for payment as expeditiously as possible. However, the following guidelines will be utilized to direct reporting, monitoring and payment to the best abilities of the Parties:

- (a) 1/1/10 - 12/31/10 Effective Year Value determined by TCAD
- (b) [See Signature Lines] Signature/Effective Date
- (c) 1/1/11 Construction Began (no later than) with documentation provided to the satisfaction of County
- (d) 12/31/11 \$25 Million Investment Total
5 MW Power
- (e) 6/30/12 First list of purchase agreements, service providers and customers due
- (f) 12/31/12 \$76 Million Investment Total
20 MW Power
- (g) 1/1/ 13 Payment Term begins (payment made in 2012 will be based on 2011 performance)
- *(h) 3/31/ 13 Annual Report due as to performance for 2011
- *(i) 4/30/ 13 County response due on Annual Report (subject to Section 4.2.3)
- *(j) 9/30/ 13 - 10/31/ 13 County budget process for FY 2014
- *(k) 10/31/ 13 County payment due (if full compliance confirmed)
- (l) 12/31/13 \$133 Million Investment Total
- (m) 1/1/ 14 Second Payment Year Begins
- *(n) 3/31/ 14 Annual Report due for 20 13 compliance
- *(o) 7/1/ 14 - 9/30/ 14 County budget process for FY 20 15
- *(p) 10/31/ 14 County payment due (if full compliance confirmed)
- (q) 12/31/14 Completion Date for Facility (no later than)
\$210 Million Total Investment
60 MW Power Production
- (r) 12/31/15 25 FTE's at Facility (5) and Office Headquarters (20)
- (s) 12/31/ 32 End of 20-year Payment Term
Termination Date for Agreement

* Report/Payment process repeats each year of 20 year Payment Term.

4.2.2 Annual Report. For each tax year during the Payment Term of this Agreement, subject to performance by the Company of its obligations hereunder, County shall rebate and pay to Company by check or wire transfer the amount to be rebated from Ad Valorem Taxes paid by Company for said tax year according to the following procedure:

(a) Annual Reporting Form. On or before March 31 of each year during the Payment Term (beginning as shown in Section 4.2.1 above), Company shall notify TCAD/ Travis County Tax-Assessor Collector and PBO in writing of its calculation of the Agreement Funds due to the Company by Travis County for the immediately preceding tax year ("Annual Reporting Form") using the format of the Annual Reporting Form attached to this Agreement as Attachment D. The Annual Reporting Form ("Form") will show the amount of Ad Valorem Taxes paid on Eligible Property by the Company for said tax year that are attributable to the Effective Year Value and the amount of Ad Valorem Taxes paid on Eligible Property by the Company that are attributable to the Payment Year Value for that tax year and will include a completed Annual Reporting Form, a copy of the tax bill and a copy of the evidence of payment issued by Company in payment of that bill (and a copy of any other documentation required by County pursuant to this Agreement). Initial submission of the Annual Reporting Form and Payment shall proceed as set forth in Section 4.2.1, with each subsequent year reflecting the same schedule.

(b) Certification of Compliance.

(i) Annual Certification. The Annual Reporting Form attached to this Agreement will also include Company's signature certifying that Company warrants to County that it is in full compliance with each of its obligations under this Agreement, including the number of jobs maintained by Company for the preceding year. Company shall provide such form annually, and shall certify annually to County that Company is in compliance with all applicable terms of this Agreement. Such form may be changed from time to time as reasonably requested by County as necessary to reflect additional information needed to confirm actual compliance with any term of this Agreement.

(ii) Inability to Comply. If Company cannot certify complete compliance with the terms of the Agreement, Company shall include a full and complete explanation of the reasons for the failure to comply along with Company's plans to achieve compliance or reasons that compliance cannot be achieved. Upon receipt of such explanation, County may, at its sole discretion, agree to work with Company to develop a mutually agreeable amendment to this Agreement with which Company can comply, or terminate the Agreement by written notice given to the Company within ninety (90) days after the Annual Reporting Form including the notice of inability to comply is given to the County.

(c) Access, Monitoring and Inspections.

(i) Access. Company shall provide access to and authorizes monitoring visits of the Project as necessary to determine compliance with this Agreement.

(ii) Inspection. County has the right to inspect the Project (see Sections 5.2.2 and 5.8.2) and pertinent records of Company as necessary to verify compliance. Inspections shall be preceded by at least seventy-two hours notice by telephone to the head of the Facility or other person designated by the Company, and may be attended by Company representatives. Visits and inspections shall be conducted so as not to interfere with the business operations of Company and shall comply with Company safety standards. County acknowledges and agrees that the work of constructing and installing the Project is of highly sensitive nature and, therefore, County agrees that it will not make any type of recording or photographic record of the interior of the facility and agrees to keep all information relating to its contents confidential to the maximum extent allowed by law. Inspections/monitoring visits will be made by the Executive Manager of PBO (or his designee), and will be limited to review of those reports and information necessary to verify Company's compliance with the requirements of this Agreement.

(iii) Monitoring. In order to verify compliance with employment requirements, County will be provided access on site to those original reports submitted by Company to the Texas Workforce Commission and any and all other data used by Company as the basis for certification of the number of FTE's, and the investment made pursuant to the requirements of the Agreement. Supporting documentation will be made available at the Company's Austin location in a format that allows for easy review by County (magnetic tapes will not be considered acceptable format). The Parties may mutually agree in writing to other forms of documentation sufficient to support employment, as reasonably determined by County, including any and all other data used by Company as the basis for certification of the number of FTE's, and the investment made pursuant to the requirements of the Agreement. Supporting documentation will be made available at the Company's Austin location (Facility and/or Headquarters) in a format that allows for easy review by County (magnetic tapes will not be considered acceptable format). Company acknowledges and agrees that County may make ongoing inspections/monitoring visits under

these same conditions as specified in this Agreement throughout the Agreement Term to ensure ongoing compliance with the terms of this Agreement. Any additional review will be as mutually agreed to by County and Company, and strictly limited to that information necessary to confirm Agreement compliance. If County determines that the documentation provided is insufficient to adequately document the accuracy of the information or disputes the accuracy of the information, County reserves the right to require additional information as reasonably necessary to complete the final review and approval of the information submitted and to withhold approval of the Annual Reporting Form until such additional information is made available pursuant to this Section 4.2.1.

4.2.2 Rebate Amount. Upon verification by County of the amount shown in the Annual Reporting Form and other reporting information provided by Company to County under this Agreement and determination by County of Company's full compliance with Agreement terms, County shall grant and pay to the Company Agreement Funds by rebating to Company an amount equal to the annual Rebate by County computed as stated in 4.1.1.

4.2.3 Material Issues in Annual Reporting Form. If County identifies any material issues in the Annual Reporting Form, County will advise Company of such material issues that are identified in the verification process within 30 days of receipt of the Annual Reporting Form and other reporting information to allow Company to correct/complete such Annual Reporting Form. Should Company and County be unable to agree to the completion/correction of the Annual Reporting Form within thirty (30) days of receipt of the Form by Company of material issues, County will grant Company benefits based on Company's representation of information, subject to the mutual agreement by the Parties as to the completion/correction of the Annual Reporting Form. Upon resolution of the dispute, should the amount granted to Company initially be greater than that amount due as a result of the completed/corrected Form, Company will refund to County the excess amount within Sixty (60) days of determination of that amount. County will provide TCAD and Company necessary notice of confirmation of the granting of Agreement Funds as claimed in the Form within 30 days of receipt of the complete and correct Annual Reporting Form and other relevant reporting information.

4.2.4 Final Reduction. The final grant of Agreement Funds by County to Company pursuant to this Agreement shall be based on the Annual Reporting Form relevant to the last year of the Agreement Term. Upon County's paying of said final payment as described in this Section 4.2.4, this Agreement shall terminate.

5.0 COMPANY PERFORMANCE

5.1 Components of Project Development. Company shall develop, complete and maintain the Project described in this Agreement as follows:

5.1.1 Required Components. The following components of the Project must be completed pursuant to the terms of this Agreement in order for Company to receive and retain the full amount of Agreement Funds:

(a) Property.

(i) Description. The Project shall include the development, completion and maintenance of a new 60 MW solar power production facility ("Pflugerville Solar Farm" or "Facility") at the intersection of Manda Carlson and Felder Road, Pflugerville, Texas, on approximately 730 acres on a portion of the Property, as set forth in Subsection 5.1.1(d) and all other applicable provisions of this Agreement, such portion of the Project to be described more fully in Attachment B to this Agreement.

(ii) Ownership. By execution of this Agreement, Company warrants that

- (1) the Land is currently leased by the Company;
- (2) the Company has an option to purchase the Land; and
- (3) the Land will be owned by Company by the time the Payment Term begins; and
- (4) the Land is not located in an improvement project financed by tax increment bonds; and
- (5) the Land does not include any property that is owned or leased by a member of the Commissioners Court.

(iii) Usage. Company warrants that the Property will continue to be used during the Agreement Term as described herein in order to continue the encouragement of development of the Property during the Agreement Term.

(b) Jobs.

(i-a) Definition. When referring to "jobs" created by Company pursuant to this Agreement, that reference will mean new FTE's (Full Time Equivalents), each of which job will reference a "Full Time Employee" defined as a position designated by Company as a full time position receiving full time benefits, and filled no less than ten (10) out of the twelve (12) months of the year for which the Annual Reporting Form is being made. Company and County agree that this definition of FTE does not allow Company to claim credit under this Agreement for part time positions and that the jobs reported pursuant to this Agreement will be jobs directly related to the Project and working from the Property as soon as space is completed, but no later than December 31, 2015. For purposes of counting jobs as required under the Agreement, employees at both the Facility and the Company offices ("Headquarters") located at 8121 Bee Cave Rd., Suite 100, Austin, Texas 78746, will be counted.

(i-b) Total Number of Jobs at the Facility. The Company agrees to create and maintain five (5) new full time equivalent jobs at the Facility (said full time jobs to include both Company employees and contract or Subcontractor employees), no later than December 31, 2015.

(i-c) Total Number of Jobs at Headquarters. The Company agrees that Company will establish corporate headquarters in Travis County and, upon establishment of the corporate headquarters in Austin, Texas, Company will create and maintain twenty (20) new full time equivalent jobs at the headquarters (said full time jobs to include both Company employees and contract employees). Said jobs will be created no later than December 31, 2015. Annual reporting will reflect documentation of progress and other information as required under this Agreement to show compliance with the above requirements.

(c) Investment.

(i) Schedule. Company expects to invest at least 210 million dollars in real property and improvements, facilities and structures, business personal property at the Project according to the following schedule:

12/31/2011	\$ 25 Million total
12/31/2012	\$ 76 Million total
12/31/2013	\$133 Million total
12/31/2014	\$210 Million total

(ii) Documentation. Documentation of the investment made by Company will be shown by including a copy of Company's rendition to TCAD of new improvements made to the Property during each year and for that year of the Agreement Term.

(iii) Decrease in Amount. The Parties agree that the above amounts are based upon current and best estimate of costs related to the construction and installation of the Facility. If Company invests in an amount less than the investment amounts listed in 5.1.1(c)(i) but the facility meets the production requirements of 5.1.1(d)(iii), the Company shall be deemed to be in compliance with the investment requirements of this Agreement.

(d) Construction.

(i) Commencement. Company plans to proceed with a three-year construction period according to the following schedule:

1. Issue a notice to proceed to a contractor to commence remodeling and construction of improvements on the Property no later than January 1, 2011 ("Commencement Date").
2. Diligently pursue such construction to completion as set forth in this Agreement. In the event that Company fails to complete construction of the Project no later than December 31, 2014, this Agreement may be terminated by County and of no further effect.
3. Complete approximately 41.7% of construction in the first twenty-four (24) months of the three-year period following the Commencement Date.
4. Complete approximately 58.3% of construction in the final twelve (12) months of the three-year period following the Commencement Date.

5. Required documentation of completion of construction will be as reasonably determined by County considering investment amounts, construction, etc. and included in the Annual Reporting Form.

(ii) Completion. Company plans to secure a Certificate of Occupancy (or other documentation establishing the completion of the Project to County's satisfaction) for the entire Project as set forth in this Agreement no later than December 31, 2014. Inspections shall take place as necessary to ensure compliance with the Agreement prior to the Completion Date. Throughout the Agreement Term, the requirements of all applicable County and City of Pflugerville codes and ordinances must be met. The Completion Date shall be the date such Certificate of Occupancy (or other documentation acceptable to County) is issued, and the beginning of the twenty-year Payment Term during which Agreement Funds will be earned by Company shall be as set forth in Section 1.17.

(iii) Production. Company shall install solar panels to provide for production according to the following schedule:

2011	Production of 5 MW
2012	Production of an additional 15 MW
2013	Production of an additional 20 MW
2014	Production of an additional 20 MW
Total production of 60 MW upon completion of the Project by December 31, 2014	

(iv) Compliance. The Parties agree that Company will make its best efforts to meet the plans and goals set forth in subsection 5.1.1(c) ("Investment") and 5.1.1(d)(i) ("Commencement") and 5.1.1(d)(ii) ("Construction") above, and will provide reporting documentation as to the status of each requirement in the applicable reporting years. However, in order to comply with requirements of the Agreement upon which rebate will be based, as long as Company meets the production requirements set forth in Subsection 5.1.1(d)(iii), Company will be deemed in compliance with the Construction requirements of this Agreement. It is understood that the terms set forth in Sections 5.1.1(c) and 5.1.1(d)(i) and 5.1.1(d)(ii) are goals only, and complete compliance with those goals is not required in order for Company to be in compliance with requirements necessary to receive the rebate under this Agreement. Compliance with Section 5.1.1(d)(iv) is required for Company to receive payment under this Agreement.

(e) Local Labor and Materials. Company will make its best effort to purchase all materials, products, supplies, equipment and other purchases, related to both construction and ongoing maintenance and operation, from local (first preference to Texas materials and supplies, then preference for materials and supplies made in the United States); and to hire locally for construction, maintenance and operation of the Facility and at the Headquarters. Company will provide reporting documentation to reflect best efforts achieved under this Section 5.1.1(e).

(f) Purchase Agreements. Company will enter into purchase agreements and provide County with a list of service providers and customers. Such reports shall begin no later than eighteen (18) months (or beginning no later than June 30, 2012, and continuing as a part of the Annual Reporting Form thereafter through the Agreement Term) after commencement of construction and continue annually throughout the Agreement.

(g) Education. Company shall use its best efforts to develop one or more training program(s) in conjunction with local educational institutions including Elgin Independent School District ("ISD") and Austin Community College ("ACC") as agreed to by Company and the local educational institutions. Such program(s) will include training in performance of maintenance on solar facilities such as the Company's Facility and training in management of the software applicable to the Facility and will have an estimated value of \$225,000.00. Company will provide consultation and guidance in development of the program(s), and will provide instructor(s) and training materials to support the program(s). Annual reporting will reflect documentation of the Company's efforts in the areas set forth in this subsection (h). The Parties agree that completion of the training program(s) will depend on the cooperation of Elgin ISD and ACC and compliance with the Agreement requirements will be determined solely on the participation by Company as set forth in this subsection (h), and will not depend on the final completion of the program(s) where that completion is prevented by Elgin ISD and/or ACC.

(h) Community Development. Company agrees to meet the following commitments to the community surrounding the facility:

(A) Company will include in the construction of the Facility all roads, drainage, and other infrastructure as required by applicable law to maintain current levels of drainage and groundwater runoff.

(B) Company will ensure that the facility is adequately lighted, protected by secure fencing and security gates, and that other appropriate security measures are taken. Company will install the fencing at a minimum 50 feet setback distance from adjacent property owners' property and will utilize berming to enhance the appearance of the facility. RAZOR FENCING WILL NOT BE UTILIZED BY COMPANY.

(C) Company will participate with the efforts of a Citizens' Committee that will meet regularly. Membership of the Committee will be set up by the Blackland Farmer's Association and will include representative(s) from the Elgin Independent School District. Other members will be as determined by the Committee. The Commissioners Court may make recommendations as to the membership as determined by County. Company will use its best efforts to keep the community informed of the progress of the Project and the issues affecting the Project and community. The Company will use its best efforts to solicit viewpoints from the community and mitigate any disturbance to the community. Annual reporting by the Company will reflect the Company's participation with the Committee.

(i) Environmental Attention. The Project will be completed and maintained in a manner which preserves and respects the natural environment. Company shall not violate any federal, state, or local legislation and/or regulation(s) which prohibit or regulate deleterious effects on the environment within the Project. This Property may NOT be located over an environmentally sensitive aquifer or contributing zone, and Company hereby certifies that Property is not located over an environmentally sensitive aquifer or contributing zone..

(j) Minority Participation. Company shall use good faith efforts (and shall encourage its agents and contractors to use good faith efforts) to take reasonable steps to ensure HUBs ("Historically Underutilized Businesses") the maximum opportunity to be Subcontractors under this Agreement. Company may retain a third party consultant specializing in outreach to qualified HUB business enterprise Subcontractors and consultants. This requirement shall apply to Contractor's construction and operation of the Facility.

(k) Land Use. Development shall consist of commercial workplace to be utilized as a 60 MW solar power production facility.

(l) Parking. Development will be completed in a manner which includes adequate parking.

5.2 Reports.

5.2.1 Annual Report.

(a) Annual Report Filing. Beginning the end of the first year of the Payment Term and according to the schedule set forth in Section 4.2.1, Company shall provide (in the format provided in Attachment D to this Agreement) an annual report (and/or other reports as reasonably requested by County) reflecting the fulfillment of all requirements of this Agreement in a format provided by County and included in this Agreement as Attachment D, "Reporting Form." Company shall provide the Chief Appraiser of TCAD ("Appraiser"), the Travis County Tax Assessor-Collector and PBO any and all information necessary for administration of this Agreement, including a completed reporting form (Attachment D - "Annual Reporting Form") within a reasonable time after the end of each calendar year in the Payment Term, allowing adequate time for Company to collect the data and submit to County the resulting report which will reflect information related to the previous 12-month period (or other time period as specified).

(b) Other Information. The Reporting Form shall include the information necessary to meet applicable requirements under this Agreement and the TEXAS TAX CODE, as applicable. The Appraiser of TCAD shall annually determine (i) the taxable value pursuant to the terms of this Agreement and (ii) full value without rebate under this Agreement. The Appraiser shall record both the rebated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal record shall be used to compute the amount of rebated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that provides for recapture under this Agreement. Each year, the Company shall furnish the Appraiser with such information outlined in TEXAS TAX CODE, Chapter 22, as may be necessary for the administration of the

rebate specified herein. Company shall be entitled to appeal any determination of the Appraiser in accordance with the provisions of the TEXAS TAX CODE.

5.2.2 County Monitoring of Reports. County retains the right to monitor and audit the findings in all reports provided or made available to the County under this Agreement as necessary to confirm compliance with the terms of this Agreement (see Section 5.8.2). Company shall retain all reports made by third parties related to this Agreement and allow County reasonable access to such reports if County requests the opportunity to review such reports. County will only request such review upon reasonable cause to question the accuracy of the Report submitted by Company to County.

5.2.3 Report Information. The following general information, as applicable for each year in a reporting period will be included with the Report:

- (a) documentation to show commencement date and completion date (See Section 5.1.1(d))
- (b) total value of completed Project (as certified by TCAD for Travis County Ad Valorem Taxation and broken into land and improvements categories)
- (c) total number of full time equivalent employees [see Section 5.1.1(b)] and date of hire for each reported FTE
- (d) information showing the amount of County Ad Valorem Taxes paid by Company and the amount of Agreement Funds reimbursed by County to date.
- (e) other information as necessary to support compliance with terms of this Agreement, including Section 5.1.1(a) - (l) as set forth in those sections and the reporting form
- (f) certification as to accuracy of report and compliance with the terms of the Agreement.
- (g) other information as set forth in the Annual Reporting Form or as reasonably requested by County to support compliance.

5.2.4 Job Data. The Report shall also include data showing the number of full time equivalent ("FTE") jobs created and maintained as a result of the Project for those FTE's, including that information specifically set forth in the Reporting Form (Attachment D). Company shall create and maintain such records as necessary and as set forth in this Agreement for County to audit performance under this requirement, including documentation which supports that information shown in the Reporting form and any other information reasonably necessary to calculate FTEs as related to performance under this Agreement. As provided in Section 5.8.2 and Section 5.1.1(b), County may require such other documentation as reasonably deemed necessary to support reported employment efforts of Company as required under this Agreement.

5.2.5 Ad Valorem Taxes. The Reporting Form shall include information showing the amount of Travis County Ad Valorem Taxes due for payment by Company, the amount by which the Ad Valorem taxes would be rebated as a result of compliance with the applicable terms of this Agreement and other information as specified in the form attached as Attachment D.

5.3 Company Authority. Company warrants that Company has the authority to enter into this Agreement and that the person signing this Agreement on behalf of the Company is duly authorized to do so.

5.4 Accuracy of Information. Company will use commercially reasonable efforts to ensure that all reports, data and information submitted to County will be accurate, reliable and verifiable according to the terms of this Agreement. Approval by County of such information shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Company, its employees, agents, or associates.

5.5 W-9 Taxpayer Identification Form. Company shall provide County with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement Funds may be paid to the Company.

5.6 Indemnification and Claims.

5.6.1 INDEMNIFICATION. Company agrees to and shall indemnify and hold harmless County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees ("Claim"), for injury to or death of any person, for any act or omission by Company, or for damage to any property, arising out of

or in connection with the work done by Company under this Agreement, whether such injuries, death or damages are caused by Company's sole negligence or the joint negligence of Company and any other third party.

5.6.2 Claims Notification. If any claim, or other action, including proceedings before an administrative agency is made or brought by any person, firm, corporation, or other entity against Company or County relating to the enforcement of this Agreement, the Party with notice of the Claim shall give written notice to the other Party of the Claim, or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a Claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the Claim, action or proceeding; the court or administrative tribunal, if any, where the Claim, action or proceeding was instituted; and the name or names of any person against whom this Claim is being made or threatened. This written notice shall be given in the manner provided in the "Notice" provision of this Agreement. Except as otherwise directed, the Party with notice of the Claim shall furnish to the other Party copies of all pertinent papers received by that Party with respect to these Claims or actions.

5.7 Miscellaneous Responsibilities.

5.7.1 Change in Identity. Company shall notify County immediately, and in advance where possible, of any significant change affecting the Company. Where that change involves a change of Company's name or identity, that change must be submitted in writing and approved by County in the form of a written amendment pursuant to Section 3.0. Where such change involves a change in ownership or control, Company shall provide County with timely written notice pursuant to Section 10.0.

5.7.2 Employment Records and Investment Certification. In order to verify compliance with employment and investment requirements, Company will Provide County with an annual written certification (attached to the Report) by Company's Chief Financial Officer of the following:

- (i) Number of FTE's
- (ii) Amount of investment pursuant to this Agreement

Company agrees to provide County access at Company's Austin location at the time of submission of the certification and as needed to any and all supporting documentation (including information set forth in Section 5.1.1 (b)) which was utilized in making the determinations reported in the certification as to the number of FTE's and the amount of investment by the Chief Financial Officer. This supporting documentation will be made available at Company's Austin location in a format that allows for easy review by County.

If County determines that the documentation provided is insufficient to adequately document the accuracy of the information or disputes the accuracy of the information, County reserves the right to require additional information as necessary to complete the final review and approval of the information submitted and to withhold approval of the Annual Reporting Form until such additional information is made available pursuant to this Section 5.8.2.

5.7.3 Record Maintenance. Company shall maintain all records and reports required under this Agreement for a period of three years after the termination date, or until all evaluations, audits and other reviews have been completed and all questions or issues, including litigation, are resolved satisfactorily, whichever occurs later.

6.0 AMENDMENTS

6.1 Written Amendments Only. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and signed by both Parties. An amendment may only be approved by the Parties if the terms and provisions of the amendment reflect provisions which could have been included in the original Agreement under the Policy.

6.2 Acknowledgments as to Amendments. It is acknowledged by Company that no officer, agent, employee or representative of County has any authority to change the terms of this Agreement or any attachments to it unless expressly granted that authority by the Commissioners Court under a specific provision of this Agreement or by separate action by the Commissioners Court. Verbal discussion or other indications of changes to this Agreement will NOT be effective.

6.3 Submission. Company shall submit all requests for all changes, alterations, additions or deletions of the terms of this Agreement or any attachment to it to PBO , Attention: Rodney Rhoades , Executive Manager (or his successor in office) with a copy to the County Judge, Samuel T. Biscoe, or his successor in office. This Agreement shall be administered by PBO, and all information provided by Company to County shall be provided through PBO.

7.0 COMPLIANCE

7.1 **Federal, State and Local Laws.** Company shall provide all services and activities performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. Company shall meet all applicable requirements of County and City codes and ordinances, rules and regulations and permit requirements, and all necessary inspections will take place in a timely manner. Company will make all hiring decisions in compliance with the Civil Rights Act of 1964 and the Americans With Disabilities Act of 1990 and will not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, age or handicapping condition in accordance with the Company's policies.

7.2 **Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in State Court in Travis County and the City of Austin. The Parties acknowledge and agree that each Party shall be responsible for any attorneys' fees incurred by that Party relating to this Agreement.

7.3 **Immunity or Defense.** Section 6.2 notwithstanding, Company expressly understands and agrees that, neither the execution of this Agreement nor the conduct of any representative of County shall be considered to be a waiver of, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of it governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. Company and County shall have all remedies and defenses allowed by law.

7.4 **Failure to Comply.** Commissioners Court may cancel or modify this Agreement, as set forth herein, if Company fails to comply with the Agreement.

8.0 TERMINATION/DEFAULT

8.1 **Termination.** Grounds for and/or results of termination of this Agreement may include, but are not limited to, the following:

8.1.1 **Election Not to Proceed Prior to Rebate.** In the event Company elects not to proceed with the Project as contemplated by this Agreement prior to the first receipt by Company of Agreement Funds, Company shall notify County in writing, and this Agreement and the obligations on the part of both Parties shall be deemed terminated and of no further force or effect.

8.1.2 **Successful Completion.** This Agreement will terminate upon completion of the performance of the respective terms and conditions of the Agreement by both Parties or upon termination pursuant to the terms of this Agreement.

8.1.3 **Failure to Comply.**

(a) **County Termination.** This Agreement may terminate, at the election of the County, upon Company's failure to comply with required terms as set forth herein when such failure extends beyond any cure period provided therefore pursuant to the terms of this Agreement. If Company is believed by County to be in default, County shall notify Company in writing, and if such default is not cured within thirty (30) days after said notice (or such other period of time provided in this Agreement), then this Agreement may be terminated. County and Company may agree in writing to extend the time period for cure. Such agreement will be signed by both Parties and will contain the conditions for cure, the time period for cure, and other information as agreed to by the Parties. In the event that the cure is not completed as required by this Agreement or otherwise as is satisfactory to County and thereafter this Agreement is terminated by County, County shall have the right to recapture all of the money rebated to Company for the two years prior to that year pursuant to Section 8.2, and no further Agreement Funds shall be payable by County to Company and this Agreement shall be of no further force or effect.

(b) **Termination by Company.** If County fails to comply with obligations of County under this Agreement, and fails to cure after notice and opportunity to cure has been given as in Section 8.1.4(a), then this Agreement may be terminated by Company without prejudice to any other right or remedy which Company or County may possess.

8.1.5 **Judicial Finding.** This Agreement may be terminated by either County or Company if the rebate agreed to be made by the County herein is found to be invalid or illegal by a court of competent jurisdiction and said judicial decision is not overturned on appeal or is no longer subject to appeal. In the event that this Agreement is terminated under this Section 8.2.4, County shall have the right to recapture all of the money rebated to Company under this Agreement to the extent but only to the extent that said judicial decision specifically or in effect requires said rebate to be refunded to the County, as determined by County, and there is no other lawful manner, as determined by County, by which the County can reimburse, pay or credit Company with the amount of said rebate that is refunded as a result of said judicial decision.

8.2 **Recapture.**

8.2.1 **Recapture of Rebated Amounts.** In the event that this Agreement is terminated for any reason including failure to make agreed upon Improvements, prior to full performance of all requirements by Company, County shall recapture and Company shall pay to County an amount equal to all taxes rebated under the terms of this Agreement for the two years prior to the year of termination; and no further Agreement Funds shall be payable by County to Company; and this Agreement shall be of no further force or effect.

8.2.2 **Required Performance.** Company agrees to meet the following requirements as of the respective dates set forth below:

- (a) by the Completion Date, completion of the Project (as evidenced by production) [Sections 5.1.1(a), and 5.1.1(d)(iii)], and
- (b) by the respective dates stated in Section 5.1.1(b), create the Required Number of Jobs and
- (c) by the dates set forth in Section 5.1.1(c), have made an investment of at least Two Hundred and Ten Million dollars (or such amount as Company actually invests in the Facility pursuant to Section 5.1.1(c)) in new Improvements, facilities and tangible personal property.
- (d) satisfactory completion of all other applicable terms of this Agreement.

8.2.3 **Failure to Cure.** If, at any time, Company fails to meet the requirements of this Agreement and fails to cure any failure where the opportunity for cure is provided, then County shall give Company written notice of such failure to comply with notice of termination and all future obligations of County shall cease. Upon receipt of such notice of termination, Company shall, within ninety (90) days, refund to County all Agreement Funds that have been paid by County for the two (2) years prior to such termination, and Company acknowledges that the Agreement will then be terminated and all future obligations of County shall cease.

8.2.4 **Failure to Pay Other Ad Valorem Taxes.** In addition to other events resulting in termination of this Agreement, in the event that Company allows its ad valorem taxes owed to the City, County, Austin Community College and/or any school district or other local taxing entity to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, County may terminate this Agreement and Company shall refund to County all Agreement Funds that have been paid by County for the two (2) years prior to such termination, and Company acknowledges that the Agreement will then be terminated and all future obligations of County shall cease.

9.0 **MISCELLANEOUS PROVISIONS.**

9.1 **Independent Contractor.** The parties expressly acknowledge and agree that Company is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Company shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party. The relationship of County and Company under this Agreement is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party.

9.2 **Agreement Limitation.** This Agreement sets out the agreements and obligations between County and Company only, and does not obligate County in any way nor create any third party beneficiary rights as between County and any of Company's Subcontractors, nor to any other third party. County shall not under any circumstances be liable to Company's creditors or Subcontractors for any reimbursements under this Agreement.

9.3 **Representations and Warranties.** The County represents and warrants to Company that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement unless otherwise ordered by a court of competent jurisdiction. Company represents and warrants to County that it has the requisite authority to enter into this Agreement.

10.0 NOTICES

10.1 Requirements. Except as otherwise specifically noted herein, any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

10.2 County Address. The address of County for all purposes under this Agreement shall be:

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

Cyd Grimes, Purchasing Agent (or her successor)
Travis County Purchasing
P. O. Box 1748
Austin, Texas 78767

Rodney Rhoades
Executive Manager, Travis County Planning and Budget
P. O. Box 1748
Austin, Texas 78767

10.3 Company Address. The address of the Company for all purposes under this Agreement and for all notices hereunder shall be:

Daven Mehta
RRE Austin Solar, LLC
8121 Bee Caves Road, Suite 100
Austin, Texas 78746

10.4 Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with Section 10.0. Any change in the address shall be reported to County within fifteen (15) days of the change.

10.5 Change of Name. If a change of name is required by Company, in addition to the requirements of Section 5.8.1, Company shall notify County in writing immediately pursuant to this Section 10.0. Company acknowledges that no change in the obligation of or to Company will be recognized by County until that change is approved by the Commissioners Court pursuant to this Section 10.5 and Section 5.8.1.

11.0 PROHIBITIONS

11.1 County Forfeiture of Agreement. As to payment of Agreement Funds, if Company has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment C to this Agreement during the 365 day period immediately prior to the date of execution of this Agreement by Company or does business with any Key Contracting Person at any time after the date of execution of this Agreement by Company and prior to full performance of this Agreement, Company shall forfeit all County benefits of this Agreement and County shall retain all performance by Company and recover all considerations, or the value of all consideration, granted to Company pursuant to this Agreement.

11.2 Conflict of Interest. Company shall ensure that Company will not take any action that would result in any person who is an employee, agent, consultant, officer, or elected or appointed official of County who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3 Solicitation. Company warrants that no persons or selling agency was or has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Company to secure business. For breach or violation of this warranty, County shall have the right to terminate this Agreement without liability, or, in its discretion to, as applicable, add to or deduct from the consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11.4 Gratuities. County may cancel this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were knowingly offered or given by Company or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. In the event this Agreement is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from Company a sum equal in amount to the cost incurred by Company in providing such gratuities.

11.5 Limitation. The Parties understand and agree that the above prohibitions do not apply to any ceremonial gift which might be offered by Company and accepted by County or a County representative in an open and public event to commemorate the decision to locate the Project on the Property to commence construction of the Project so long as such offering and acceptance does not violate applicable law.

12.0 ASSIGNABILITY

12.1 Assignment. This Agreement may not be assigned to a new company without prior written approval of County, which shall not be unreasonably withheld. Company may assign to a subsidiary corporation or other affiliate entity without approval of County, so long as Company shall remain responsible and obligated to County for the performance of its obligations under the Agreement. Written notice of such assignment shall be provided to County prior to the assignment. No assignment shall be approved if the assignor or assignee are indebted to County for Ad Valorem Taxes or other obligations.

12.2 Binding Agreement. Subject to Section 12.1, this Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

13.0 INTERPRETATIONAL GUIDELINES

13.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees these days shall be omitted from the computation.

13.2 Numbers and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

13.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection, and are not to be used in construing this Agreement.

14.0 OTHER PROVISIONS

14.1 Survival of Conditions. Applicable provisions of this Agreement shall survive beyond termination or expiration of this Agreement until full and complete compliance with all aspects of these provisions has been achieved where the parties have expressly agreed that those provisions should survive any such termination.

14.2 Non-Waiver of Default. One or more acts of forbearance by any Party to enforce any provision of this Agreement or any reimbursement, payment, act or omission by any Party shall not constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist.

14.3 Reservation of Rights. If any Party to this Agreement breaches this Agreement, the other Party(ies) shall be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of either Party under this Agreement are specifically reserved and any payment, reimbursement, act or omission shall not impair or

prejudice any remedy or right to said Party under it. The exercise of or failure to exercise any right or remedy in this Agreement or in accordance with law upon the other Party's breach of the terms, covenants, and conditions of this Agreement, or the failure to demand the prompt performance of any obligation under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.4 Severability. Subject to Subsection 8.1.5, if any portion of this Agreement is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision thereof and the remainder of it shall remain valid and binding and as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

14.5 Dispute Resolution. When mediation is acceptable to all parties in resolving a dispute arising under this Agreement, as a condition precedent to filing any lawsuit, the parties agree to mediate said dispute with the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless all parties agree, in writing, to waive said confidentiality.

14.6 Force Majeure. Neither Party shall be financially liable to the other Party for delays in performance or failures to perform under this Agreement caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Party within five (5) business days (or as soon as feasible within the limitations imposed by the circumstances giving rise to the implementation of this Section 14.6, "Force Majeure:") or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Company agrees that breach of this provision entitles County to reduce or stop granting of Agreement Funds or immediately terminate this Agreement pursuant to applicable Agreement provisions.

14.7 Multiple Originals. This Agreement may be executed by the parties in multiple counterparts, each one being considered an original for any purpose.

TRAVIS COUNTY

RRE AUSTIN SOLAR L.L.C.

By: Samuel T. Biscoe
Samuel T. Biscoe
County Judge
Date: 1-14-11

By: [Signature]
Printed Name: _____
Title: _____
Date: _____

ATTACHMENT C
ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Company: _____
County of Company: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Company to make this affidavit for Company.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant has read and fully understands the agreement and this affidavit.
4. Company has received the list of key contracting persons associated with this Agreement which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Company is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the Invitation for Bids.

Signature of Affiant

Address:

SUBSCRIBED AND SWORN TO before me by _____ on _____, 200__.

Notary Public, State of Texas

Typed or printed name of notary: _____
My commission expires: _____

EXHIBIT A TO ATTACHMENT C
LIST OF KEY CONTRACTING PERSONS
December 13, 2010

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Chris Fanuel	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
Special Assistant to Comm. Court	Vacant	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Vacant	
Executive Manager, Budget & Planning	Rodney Rhoades	
Exec Manager, Emergency Services	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Executive Manager, Criminal Justice Planning	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, Civil Division	Jim Collins	
Director, Land Use Division	Tom Nuckols*	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson*	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin Brice, CPPB	

Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV Diana Gonzalez
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Oralia Jones, CPPB
 Purchasing Agent Assistant IV Lori Clyde, CPPB
 Purchasing Agent Assistant IV Scott Wilson
 Purchasing Agent Assistant IV Jorge Talavera, CPPB
 Purchasing Agent Assistant IV George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV John E. Pena, CTPM*
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Elizabeth Corey, C.P.M.*
 Purchasing Agent Assistant III Rosalinda Garcia
 Purchasing Agent Assistant III Loren Breland
 Purchasing Agent Assistant II C.W. Bruner, CTP*
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis*

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u>	<u>Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III	Rebecca Gardner		12/28/10
Executive Assistant	Kelly Darby		01/15/11
Purchasing Agent Assistant III	Vania Ramaekers, CPPB, CPPO		04/26/11
Attorney, Transactions Division	Sarah Churchill		04/30/11
Purchasing Agent Assistant II	Donald E. Rollack		05/31/11
Special Assistant to Comm. Court	Christian Smith		05/31/11

* - Identifies employees who have been in that position less than a year.

**AMENDMENT OF ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN TRAVIS COUNTY AND
RRE AUSTIN SOLAR L.L.C.**

PARTIES

This Amendment ("Amendment") of Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and RRE Austin Solar LLC, a Texas Limited Liability Company duly authorized to transact business in Texas, its successors and assigns ("Company").

RECITALS

County and Company entered into an agreement to provide for economic incentives in the form of property tax rebates ("Agreement").

Under the Agreement, Company agreed to construct a new 60 Megawatt Solar Farm ("Facility") which would generate clean renewable energy and maintain regional offices in Travis County.

The Agreements provides for changes by written document signed by both Parties; and the Parties desire to amend the Agreement to reflect mutually agreed to changes.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

ARTICLE I. - CHANGE IN OWNERSHIP

1.0 EXTENSION

1.1 The Parties agree to extend the time allowed for completion of certain obligations under the Agreement as follows:

AGREEMENT SECTION	ORIGINAL REQUIREMENT	AMENDED REQUIREMENT
1.4 Agreement Term	Begins date signed – 1/14/11 Ends Termination date	No change
1.6 Completion Date – issuance of Certificate of Occupancy/ completion of Project	On or before 12/31/14	On or before 6/30/16
1.9 Effective Date – date both parties sign the agreement	1/14/11	No change
1.10 Effective Year Value – taxable value assessed by TCAD for year agreement signed	2011	No change

1.17 Payment Term	Begins 1/1/13, ends termination date; First payment made in 2013 based on compliance and taxes paid for 2012	Begins 1/1/15, ends termination date First payment made in 2015 based on compliance and taxes paid for 2014
1.27 Termination Date	12/31/32 or when terminated according to terms	No change
2.4.1 Agreement Term	Begins 1/14/11, ends 12/31/32	No change
2.4.2 Payment Term	Begins 1/1/12 (first payment in 2013; continues through 12/31/32	Begins 1/1/15 (first payment in 2015); continues through 12/31/32
4.2.1 Reporting/Completion/Payment Dates:		
	1/1/10 – 12/31/10 – Effective Year Value determined by TCAD	No change
	1/14/11 – Effective Date	No change
	1/1/11 – Construction begins	3/1/13 – Construction begins
	12/31/11 - \$25 million investment; 5 MW power production	6/30/13 - \$25 million investment; 5 MW power production
	6/30/12 – first list of purchase agreements, service providers and customers due	12/31/13 – first list of purchase agreements, service providers and customers due
	12/31/12 - \$76 million investment; 20 MW power production	6/30/14 - \$76 million investment; 20 MW power production
	1/1/13 – Payment term begins	1/1/15 – Payment term begins
	3/31/13 – Annual report due for 2011 performance	3/31/14 – Annual report due for 2013 performance
	4/30/13 – County response to report due	4/30/14 – County response to report due
	9/30/13 – 10/31/13 – County budget process for FY 2014	9/30/14 – 10/31/14 – County budget process for FY 2015
	10/31/13 – County payment due if compliance	10/31/15 – County payment due if compliance
	12/31/13 - \$133 million investment; 40 MW power production	6/30/15 - \$133 million investment; 40 MW power production
	1/1/14 – Second payment year begins	1/1/16 – Second payment year begins
	3/31/14 – Annual report due for 2013 compliance	1/1/15 – Annual report due for 2014 compliance
	7/31/14 – 9/30/14 – County budget process for FY15	7/31/15 – 9/30/15 – County budget process for FY 16
	10/31/14 – County payment due if compliance achieved	10/31/16 – County payment due if compliance achieved

	12/31/14 – Completion date for Facility; \$210 million investment; 60 MW power production	6/30/16 – Completion date for Facility; \$210 million investment; 60 MW power production
	12/31/15 – 25 FTEs: at Facility – 5, at Headquarters - 20	6/30/17 – 25 FTEs: at Facility – 5; at Headquarters – 20
	12/31/32 – End of 20 year term	No change
5.1.1(b) – Jobs	25 by 12/31/15(5 at Facility, 20 at Headquarters)	25 by 6/30/17 (5 at Facility, 20 at Headquarters)
5.1.1(c) - Investment	12/31/11 - \$25 million 12/31/12 - \$76 million 12/31/13 - \$133 million 12/31/14 – \$210 million	6/30/13 - \$25 million 6/30/14 - \$76 million 6/30/15 - \$133 million 6/30/16 - \$210 million
5.1.1(d)(i) – Notice to Proceed with Construction	By 1/1/11 Completion by 12/31/14 % completion requirements	By 3/1/13 Completion by 6/30/16 % completion requirements – no change
5.1.1(d)(ii) - Completion	Certificate of Occupancy no later than 12/31/14	Certificate of Occupancy no later than 6/30/16
5.1.1.(d)(iii) - Production	2011 – 5 MW 2012 – 20 MW 2013 – 40 MW 2014 – 60 MW	2013 – 5 MW 2014 – 20 MW 2015 – 40 MW 2016 – 60 MW
5.1.1(f) – Purchase Agreements	List of providers and customers beginning no later than 6/30/12	List of providers and customers beginning no later than 12/31/15
5.2	Annual Report	Begins 3/31/14

1.2 County and Company understand and agree that the above extension will be the final extension granted. If Company cannot meet the above requirements, the Agreement will be subject to termination by County according to the Agreement terms.

2.0 INCORPORATION

2.1 County and Company hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and Company hereby ratify all the terms and conditions of the Agreement as amended. The Agreement with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Agreement not specifically amended herein remain the same and in full force and effect.

TRAVIS COUNTY

BY: Samuel T. Biscoe
Samuel T. Biscoe
Travis County Judge
Date: 10-23-12

RRE AUSTIN SOLAR L.L.C.

BY: [Signature]
Authorized RRE Representative
Printed Name: DAVEN MEHTA
Title: C.E.O
Date: 9/20/12

**AMENDMENT NUMBER 2 OF ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN TRAVIS COUNTY AND
RRE AUSTIN SOLAR L.L.C.**

PARTIES

This Amendment Number 2 ("Amendment 2") of Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and RRE Austin Solar LLC, a Texas Limited Liability Company duly authorized to transact business in Texas, its successors and assigns ("Company").

RECITALS

County and Company entered into an agreement to provide for economic incentives in the form of property tax rebates ("Agreement").

Under the Agreement, Company agreed to construct a new 60 Megawatt Solar Farm ("Facility") which would generate clean renewable energy and maintain regional offices in Travis County.

The Agreements provides for changes by written document signed by both Parties; and the Parties desire to amend the Agreement to reflect mutually agreed to changes.

The Parties have previously agreed to amend the Agreement to extend the time period for performance by Company (Amendment 1).

The Parties desire to amend the Agreement to extend performance deadlines.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1.0 EXTENSION

1.1 The Parties agree to extend the time allowed for completion of certain obligations under the Agreement as follows:

AGREEMENT SECTION	ORIGINAL REQUIREMENTS	AMENDMENT 1 REQUIREMENTS	AMENDMENT 2 REQUIREMENTS
1.4 Agreement Term	Begins date signed – 1/14/11 Ends Termination date	No change	No change

AGREEMENT SECTION	ORIGINAL REQUIREMENTS	AMEND. 1 REQUIREMENTS	AMEND. 2 REQUIREMENTS
1.6 Completion Date – issuance of Certificate of Occupancy/ completion of Project	On or before 12/31/14	On or before 6/30/16	On or before 12/31/19
1.9 Effective Date – date both parties sign the agreement	1/14/11	No change	No change
1.10 Effective Year Value – taxable value assessed by TCAD for year agreement signed	2011	No change	No change
1.17 Payment Term	Begins 1/1/13, ends termination date; First payment made in 2013 based on compliance and taxes paid for 2012	Begins 1/1/15, ends termination date First payment made in 2015 based on compliance and taxes paid for 2014	Begins 1/1/18, ends termination date. First payment made in 2018 based on compliance and taxes for 2017
1.27 Termination Date	12/31/32 or when terminated according to terms	No change	No change
2.4.1 Agreement Term	Begins 1/14/11, ends 12/31/32	No change	No change
2.4.2 Payment Term	Begins 1/1/12 (first payment in 2013; continues through 12/31/32	Begins 1/1/15 (first payment in 2015); continues through 12/31/32	Begins 1/1/18 (first payment in 2018); continues through 12/31/32
4.2.1 Reporting/Completion/Payment Dates:			
	1/1/10 – 12/31/10 – Effective Year Value determined by TCAD	No change	No change
	1/14/11 – Effective Date	No change	No change
	1/1/11 – Construction begins	3/1/13 – Construction begins	Construction begins no later than 12/31/15
	12/31/11 - \$25 million investment; 5 MW power production	6/30/13 - \$25 million investment; 5 MW power production	12/31/16 - \$25 million investment; 5 MW power production

AGREEMENT SECTION	ORIGINAL REQUIREMENTS	AMEND. 1 REQUIREMENTS	AMEND. 2 REQUIREMENTS
	6/30/12 – first list of purchase agreements, service providers and customers due	12/31/13 – first list of purchase agreements, service providers and customers due	12/31/16 – first list of purchase agreements, services providers and customers due
	12/31/12 - \$76 million investment; 20 MW power production	6/30/14 - \$76 million investment; 20 MW power production	12/31/17 - \$76 million investment; 20 MW power production
	1/1/13 – Payment term begins	1/1/15 – Payment term begins	1/1/18 – Payment term begins
	3/31/13 – Annual report due for 2011 performance	3/31/14 – Annual report due for 2013 performance	3/31/18 – Annual report due for 2016 performance
	4/30/13 – County response to report due	4/30/14 – County response to report due	4/30/18 – County response to report due
	9/30/13 – 10/31/13 – County budget process for FY 2014	9/30/14 – 10/31/14 – County budget process for FY 2015	9/30/18-10/31/18 – County budget process for FY 2019
	10/31/13 – County payment due if compliance	10/31/15 – County payment due if compliance	10/31/18 – County payment due if compliance
	12/31/13 - \$133 million investment; 40 MW power production	6/30/15 - \$133 million investment; 40 MW power production	12/31/18 - \$133 million investment; 40 MW power production
	1/1/14 – Second payment year begins	1/1/16 – Second payment year begins	1/1/19 – Second payment year begins
	3/31/14 – Annual report due for 2013 compliance	1/1/15 – Annual report due for 2014 compliance	3/31/19 – Annual report due for 2017 compliance
	7/31/14 – 9/30/14 – County budget process for FY 15	7/31/15 – 9/30/15 – County budget process for FY 16	7/31/19 – 9/30/19 – County budget process for FY 2020
	10/31/14 – County payment due if compliance achieved	10/31/15 – County payment due if compliance achieved	10/31/19 – County payment due if compliance achieved

AGREEMENT SECTION	ORIGINAL REQUIREMENTS	AMEND. 1 REQUIREMENTS	AMEND. 2 REQUIREMENTS
	12/31/14 – Completion date for Facility; \$210 million investment; 60 MW power production	6/30/16 – Completion date for Facility; \$210 million investment; 60 MW power production	12/31/19 – completion date for Facility; \$210 million investment; 60 MW power production
	12/31/15 – 25 FTEs: at Facility – 5, at Headquarters - 20	6/30/17 – 25 FTEs: at Facility – 5; at Headquarters – 20	12/31/20 – 25 FTEs; Facility – 5; Headquarters – 20
	12/31/32–End of term	No change	No change
5.1.1(b) – Jobs	25 by 12/31/15(5 at Facility, 20 at Headquarters)	25 by 6/30/17 (5 at Facility, 20 at Headquarters)	25 - 12/31/20 (5 at Facility; 20 at headquarters)
5.1.1(c) - Investment	12/31/11 - \$25 million 12/31/12 - \$76 million 12/31/13 - \$133 million 12/31/14 – \$210 million	6/30/13 - \$25 million 6/30/14 - \$76 million 6/30/15 - \$133 million 6/30/16 - \$210 million	12/31/16 - \$25 Million 12/31/17 - \$76 million 12/31/18 - \$133 million 12/31/19 - \$210 million
5.1.1(d)(i) – Notice to Proceed with Construction	By 1/1/11 Completion by 12/31/14 % completion requirements	By 3/1/13 Completion by 6/30/16 % completion requirements – no change	12/31/15 – Completion by 12/31/19
5.1.1(d)(ii) - Completion	Certificate of Occupancy no later than 12/31/14	Certificate of Occupancy no later than 6/30/16	Certificate of Occupancy no later than 12/31/19
5.1.1.(d)(iii) - Production	2011 – 5 MW 2012 – 20 MW 2013 – 40 MW 2014 – 60 MW	2013 – 5 MW 2014 – 20 MW 2015 – 40 MW 2016 – 60 MW	2016 – 5 MW 2017 – 20 MW 2018 – 40 MW 2019 – 60 MW
5.1.1(f) – Purchase Agreements	List of providers and customers beginning no later than 6/30/12	List of providers and customers beginning no later than 12/31/15	List of providers and customers no later than 12/31/16
5.2	Annual Report	Begins 3/31/14	Begins 3/31/18

1.2 County and Company understand and agree that the extension granted in this Amendment 2 is the final extension which will be granted, and Company agrees not to request additional time for any performance under the Agreement. If Company cannot meet the above requirements, the Agreement will be terminated. Company agrees that termination based on failure to comply with requirements under this Amendment 2 will be automatic, with written notice from County to Company sufficient to complete the termination of the Agreement.

2.0 INCORPORATION

2.1 County and Company hereby incorporate the Agreement into this Amendment 2. Except for the changes made in this Amendment 2, County and Company hereby ratify all the terms and conditions of the Agreement as amended. The Agreement with the changes made in this Amendment 2 constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Agreement not specifically amended herein remain the same and in full force and effect.

TRAVIS COUNTY

BY: Samuel T. Biscoe
Samuel T. Biscoe
Travis County Judge
Date: 12-30-14

RRE AUSTIN SOLAR L.L.C.

BY: Daveon Ischeli
Authorized RRE Representative
Printed Name: Daveon Ischeli
Title: CEO
Date: 12/17/14

NUNC PRO TUNC ORDER RE:
AMENDMENT THREE OF ECONOMIC DEVELOPMENT AGREEMENT FOR PROPERTY TAX REBATES
BETWEEN TRAVIS COUNTY AND EAST BLACKLAND SOLAR PROJECT 1 L.L.C.

RECITALS

On February 19, 2019, the Commissioners Court authorized the County Judge to negotiate the remaining issues associated with Amendment Three of Economic Development Agreement For Property Tax Rebates Between Travis County And RRE Austin Solar L.L.C. ("Agreement") and then sign it when negotiations were complete. Amendment Three was completed and signed by the County Judge on April 30, 2019.

County and RRE Austin Solar L.L.C. entered into an Economic Development Agreement For Property Tax Rebates Between Travis County And RRE Austin Solar L.L.C. ("Agreement") to provide for economic incentives in the form of property tax rebates. Under the Agreement, Company agreed to construct a new 60 Megawatt Capacity Solar Farm which would generate clean renewable energy and maintain regional offices in Travis County.

The Agreement provides for assignment of it upon approval by County. The Agreement also provides for changes by written document signed by both Parties. The Parties desire to amend the Agreement to extend performance deadlines, to reflect revised performance requirements, and to allow for the County's recapture of the cost of administering the Agreement.

From the information provided to the Commissioners Court in February, it is clear that the Commissioners Court intended to approve the assignment of this Agreement to East Blackland Solar Project 1 L.L.C. and then approve Amendment Three of the Agreement between the newly assigned Party and County. However, inadvertently the change in Party was not included in executed version of Amendment Three. It is necessary to correct this error so that the Amendment reflects the intent of the Commissioners Court.

After due consideration of the original motion approved by the Commissioners Court on February 19, 2019, the Commissioners Court finds that Amendment Three as executed contains a misstatement of the parties intended in the motion entered in the Court's minutes on February 19, 2019.

ORDER

It is therefore ordered that the attached Nunc Pro Tunc Amendment Three of Economic Development Agreement For Property Tax Rebates Between Travis County And East Blackland Solar Project 1 L.L.C. is approved, that the County Judge sign the Nunc Pro Tunc Amendment Three of Economic Development Agreement For Property Tax Rebates Between Travis County And East Blackland Solar Project 1 L.L.C., and that the County Clerk enter the Nunc Pro Tunc Amendment Three of Economic Development Agreement For Property Tax Rebates Between Travis County And East Blackland Solar Project 1 L.L.C. in accordance with this order as made on February 19, 2019, nunc pro tunc, in the minutes of the Commissioners Court.

Date of Order: 6-25-2019

TRAVIS COUNTY COMMISSIONERS COURT



Sarah Eckhardt, County Judge



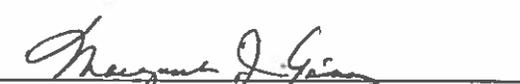
Jeffrey W. Travillion, Sr., Commissioner, Precinct 1



Brigid Shea, Commissioner, Precinct 2



Gerald Daugherty, Commissioner, Precinct 3



Margaret Gomez, Commissioner, Precinct 4

Nunc Pro Tunc
AMENDMENT NUMBER THREE OF
ECONOMIC DEVELOPMENT AGREEMENT
FOR PROPERTY TAX REBATES
BETWEEN TRAVIS COUNTY AND
EAST BLACKLAND SOLAR PROJECT 1 L.L.C.

This Amendment Number Three of the Agreement is entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County"), and East Blackland Solar Project 1 L.L.C., a Delaware Limited Liability Company duly authorized to transact business in Texas, its successors and assigns ("Company").

RECITALS

County and RRE Austin Solar L.L.C. entered into an Economic Development Agreement For Property Tax Rebates Between Travis County And RRE Austin Solar L.L.C. ("Agreement") to provide for economic incentives in the form of property tax rebates. Under the Agreement, Company agreed to construct a new 60 Megawatt Capacity Solar Farm which would generate clean renewable energy and maintain regional offices in Travis County.

The Agreement provides for assignment of it upon approval by County. The Agreement provides for changes by written document signed by both Parties. The Parties have previously agreed to amend the Agreement to extend the time period for performance by Company (Amendments 1 and 2).

The Parties desired to amend the Agreement to extend performance deadlines, to reflect revised performance requirements, and to allow for the County's recapture of the cost of administering the Agreement.

Now East Blackland Solar Project 1 L.L.C. is requesting that the Amendment be corrected so that the Amendment reflects the assignment from RRE Austin Solar L.L.C. to East Blackland Solar Project 1 L.L.C.

AGREEMENT

Now, therefore, in consideration of the benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1. Amendment of Certain Definitions.

1.1 Section 1.6 "Completion Date" is deleted and replaced in its entirety with the following:

1.6 "Completion Date" means the actual date of receipt by County of documentation establishing completion of the Project to County's satisfaction. The Parties agree that the Completion Date will occur on or before December 31, 2020.

1.2 Section 1.9 "Effective Date" is deleted and replaced in its entirety with the following:

1.9 "Effective Date" means January 14, 2011, the date by which all parties had fully executed this Agreement.

1.3 Section 1.17 "Payment Term" is deleted and replaced in its entirety with the following:

1.17 "Payment Term" means that time period beginning on January 1, 2020, and ending on the Termination Date of this Agreement. In the case of this Agreement, the first payment will be made by County in 2020 based on compliance attained by Company since the Effective Date of this Amendment, and Ad Valorem Property Taxes paid for 2019.

1.4 Section 1.20 "Project" is deleted and replaced in its entirety with the following:

1.20 “Project” means the proposed development as specifically described herein, including, without limitation, at least a 120 MW capacity solar power production facility located on the land included in the Property and any additional or supporting improvements, facilities and equipment hereafter constructed on the Property pursuant to the terms of this Agreement, as more fully described in Attachment B. The “Project” refers only to the Facility, and does not include the regional offices to be established by Company except as set forth in requirements for jobs created.

1.5 Sections 1.28 “Facility” and 1.29 “Annual Cost of Administration” are added after the end of section 1.27:

1.28 “Facility” means a new solar farm that generates at least 150,673MWh annually.

1.29 “Administration Cost” means the costs to provide County staff time to administer this Agreement by preparing amendments, performing inspections, verifying compliance by Company, etc. which are calculated annually as described in section 4.1.5.

2. **Amendment of 2.4.2 Payment Term.** Subsection 2.4.2 is deleted and replaced in its entirety with the following:

2.4.2 **Payment Term.** Payment of rebate will take place upon compliance with all terms of this Agreement for the time period contained in the Payment Term which begins January 1, 2020 (with the first payment being made in 2020 as to compliance for 2019), and continues through the Termination Date, as defined in this Agreement; provided, however, in recognition of the fact that Agreement Funds reimbursement are by necessity calculated and reimbursed after taxes have been assessed and paid to County, and therefore always in arrears, the Term of this Agreement shall be deemed to include the time necessary for reimbursement of any Agreement Funds to Company which extend beyond the period of time defined as the Agreement Term in Section 2.4.1.

3. **Amendment of 3.2 Attachments.** Subsection 3.2 is deleted and replaced in its entirety with the following:

3.2 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by Company in accordance with all terms of this Agreement.

3.2.1 **Attachment A,** Travis County Economic Development Program Policy,

3.2.2 **Attachment B,** Description of Property and Project and Project Location Map including Exhibit “C3”

3.2.3 **Attachment C,** Ethics Sworn Declaration

3.2.4 **Attachment D,** Annual Reporting Form Travis County Economic Development Program

3.2.5 **Attachment E,** Visual Project Enhancements

3.2.6 **Attachment F,** Interconnection Agreement with the Lower Colorado River Authority (LCRA)

4. **Amendment of 4.1.1 Agreement Funds.** Subsection 4.1.1 is deleted and replaced in its entirety with the following:

4.1.1 **Rebate Basis.** Subject to the terms and conditions set forth in this Agreement, in consideration of full and satisfactory performance of the requirements and obligations under this Agreement, County hereby grants Company a rebate calculated as follows during each year of the Payment Term:

Eighty percent (80%) of the difference between the Payment Year Ad Valorem Taxes on Eligible Property paid over the Effective Year Ad Valorem Taxes paid on Eligible Property. This rebate shall be computed as follows:

(Payment Year Ad Valorem Taxes Paid on Eligible Property - Effective Year Ad Valorem Taxes Paid on Eligible Property) multiplied by 0.8 multiplied by Non-compliance Adjustment (section 5.1.1(b)(iv)), if any – Administration Cost = Reimbursement or Rebate by County

Rebate/payment shall be based upon the extent that the Payment Year Value of Eligible Property (as determined by TCAD) exceeds the Effective Year Value of such Eligible Property. The Rebate on tangible business personal property located on the Property in each Payment Year is limited to tangible business personal property OTHER THAN that tangible business personal property that was located on the real property at any time before the Agreement Term, and OTHER THAN inventory or supplies. The Parties understand and agree that value of real property is not included in the amounts utilized to determine rebate amounts under this Agreement.

5. Addition of 4.1.5 Administration Cost:

4.1.5 Administration Cost. The Administration Cost is based on the costs to administer this Agreement that are incurred in the compliance year and are calculated as follows:

Where:

The percentage of the time spent to administer this contract is agreed to be 5% of work time annually.

Salary is the actual salary as of January 1 of the compliance year of the Community and Economic Development Specialist, or equivalent position, in the Planning and Budget Office assigned to administer this Agreement; and

Benefits include the cost of the benefits listed in the Travis County Budget Rules for the compliance year. (These Rules are published annually by the Planning and Budget Office.) For example, 2018 benefits include FICA OASDI, FICA Medicare, Contribution to Employee Medical Insurance, Life Insurance, Employer Contribution to Retirement System, and Workers Compensation.

Administration Cost = (Annual Salary + Total Annualized Cost of Benefits) x .05

6. Amendment of 4.2.1 Reporting and Payment of Agreement Funds. Subsection 4.2.1 is deleted and replaced in its entirety with the following:

4.2.1 Reporting/Completion/Payment Dates. The following dates will guide performance, reporting and payment under the terms of the Agreement. The Parties agree that, at any time, reporting, compliance determination and monitoring may allow for payment on an earlier schedule or may require payment on a later schedule, and the Parties will both cooperate to meet all Agreement requirements and provide for payment as expeditiously as possible. However, the following guidelines will be utilized to direct reporting, monitoring and payment to the best abilities of the Parties:

- (a) 1/1/10 – 12/31/10 Effective Year Value determined by TCAD
- (b) 1/14/11 Signature/Effective Date
- (c) 1/1/19 First list of purchase agreements, service providers and customers due
- (d) ~1/1/19 ~ 12/31/20 4 FTE's at Facility for project management until construction completed
- (e) ~1/1/19 ~ 12/31/20 Average of 4,000 position hours per week during construction period with between 100 and 400 construction workers onsite during construction period

(f)	1/1/20	Payment Term begins (payment made in 2020 will be based on 2019 performance)
(g)*	3/31/20	Annual Report due as to performance for 2019
(h)*	7/31/20	County response due on Annual Report (subject to Section 4.2.3)
(i)*	5/1/20 – 9/30/20	County budget process for FY 2021
(j)*	10/31/20	County payment due (if full compliance confirmed)
(k)	12/31/20	No-Later-Than Completion Date for Facility (construction end date)
(l)	~12/31/20	1 FTE at Facility to operate and maintain after construction completed until Termination date
(m)	1/1/21	Second Year of Payment Term Begins (payment made in 2021 will be based on 2020 performance)
(n)*	3/31/21	Annual Report due for 2020 compliance
(o)*	7/31/21	County response due on Annual Report (subject to Section 4.2.3)
(p)*	5/1/21 – 9/30/21	County budget process for FY 2022
(q)*	10/31/21	County payment due (if full compliance confirmed)
(r)		
(s)	12/31/ 32	End of Payment Term (last payment due in 2033); Termination Date for Agreement

* Report/Payment process repeats each year of Payment Term.

7. **Amendment of 5.1.1 Required Components.** Subsection 5.1.1 is deleted and replaced in its entirety with the following:

5.1.1 **Required Components.** The following components of the Project must be completed pursuant to the terms of this Agreement for Company to receive and retain the full amount of Agreement Funds:

(a) **Property.**

(i) **Description.** The Project shall include the development, completion and maintenance of a new Facility at the intersection of Manda Carlson Road and Felder Road, Pflugerville, Texas, on at least 943 acres on a portion of the Property, as set forth in Subsection 5.1.1(d) and all other applicable provisions of this Agreement, such portion of the Project to be described more fully in Attachment B to this Agreement.

(ii) **Ownership.** By execution of this Agreement, Company warrants that the:

(1) (a) Property is currently leased by Company or by an Affiliate of Owner; or

(1)(b) Company has an option or agreement to purchase the Land;

and

(2) Property will be owned by Company, , by the time the Payment Term begins;

and

(3) Property is not located in an improvement project financed by tax increment bonds;

and

(4) Property does not include any property that is owned or leased by a member of the Commissioners Court.

(iii) Usage. Company warrants that the Property will continue to be used during the Agreement Term as described herein to continue the encouragement of development of the Property during the Agreement Term.

(b) Jobs.

(i) Definitions.

When referring to "jobs" created by Company pursuant to this Agreement, that reference will mean new permanent FTE's (Full Time Equivalents), each of which references an employee who is scheduled to work 40 hours per week at the Property on assignments directly related to the Project and receives full time benefits of at least paid vacation, paid sick leave and health insurance. To be reported, the permanent FTE must be filled no less than ten (10) out of the twelve (12) months of each year for which the Annual Reporting Form is completed. For the purpose of counting jobs, Company may count jobs created by subcontractors, if the jobs will be directly related to the Project and working full time on the Project and within Travis County. Company and County agree that this definition of FTE does not allow Company to claim credit under this Agreement for part time positions.

When referring to "jobs" created by construction contractors working for Company pursuant to this Agreement, that reference will mean positions, each of which references an employee who is scheduled to work 40 hours per week at the Property on construction of the Facility and supporting infrastructure whose hourly rate of pay equals at least the county living wage applicable to the period when the work is being done.

(ii) Risk Management Requirements

(1) Company shall maintain workers compensation insurance coverage or require that its subcontractor maintain workers compensation insurance coverage for all of its FTEs from the date on which construction begins until the termination of this Agreement. From the date on which construction begins until the date on which all construction workers have left the site, Company shall require its contractors and subcontractors to maintain workers compensation insurance coverage for all of the jobs created and maintained for construction work related to this Project and pursuant to this Agreement.

(2) From the date on which construction begins until the date on which all construction workers have left the site, Company shall require its contractors and subcontractors to maintain level 10 and level 30 OSHA safety certification for all of the jobs created and maintained for construction work related to this Project and pursuant to this Agreement.

(iii) Total Number of Jobs at the Facility During Construction Period. The Company agrees to create and maintain four (4) new permanent FTEs at the Facility (to include Company employees or subcontractor employees), throughout the construction period.

(iv) Total Number of Construction Jobs at the Property. Company has represented that it anticipates that during the construction period Company or its subcontractors will have an average of 100 construction jobs with as many as 400 jobs at peak periods and fewer jobs at start-up and completion periods.

Company agrees to contract with vendors to construct the Facility and to ensure that these vendors create and maintain an average of at least 4,000 position hours worked per week during the construction period. County and Company intend that this average applies to every week during the construction period but understand that Company will not have 4,000 position hours during each week. To calculate the number of 4,000 position hours required, Company and County shall:

1. Count the number of weeks from the actual date on which construction began ("Commencement Date") until the earlier of the Completion Date or the end of the Reporting Period. If the count results in a partial work week, each work day shall be counted as .20 of a work week in the count.
2. Multiply the number of weeks counted as a result of step 1. by 4,000 which equals "Number of Position Hours Required by End of Reporting Period".
3. Calculate the number of hours actually worked and paid for by Company from the Commencement Date until the earlier of the Completion Date or the end of the Reporting Period which equals "Actual Hours Worked".
4. Divide the Actual Hours Worked by the Number of Position Hours Required by End of Reporting Period. If the resulting quotient equals one or more, there is no adjustment to the Rebate for non-compliance with Job requirements during construction period. If the resulting quotient equals less than one (1), that quotient is the "Non-Compliance Adjustment" for non-compliance with Construction Period Job Requirements.

Company must complete construction of the Project by December 31, 2020.

In reporting positions, Company may combine time worked in different positions by different workers to determine the average and obtain at least 4,000 position hours per week during the construction period. Company and County agree that this definition of jobs created by construction contractors does allow Company to claim credit under this Agreement for hours worked in part time positions.

(v) Total Number of Jobs at the Facility after Completion of the Construction Period. The Company agrees to create and maintain one (1) new permanent FTE within Travis County (said FTE to include Company or subcontractor employees) to provide project maintenance and supervise operations from the date on which commercial operations begin (even if this is before all construction workers have left the site) until the termination of this Agreement and while the Facility is operational.

(c) Investment.

(i) Schedule. Company shall invest at least \$110 million in improvements, facilities and structures affixed to the real property (exclusive of the cost of the Property itself) and Eligible Property no later than December 31, 2020.

(ii) Documentation. Documentation of the investment made for the Facility will be shown by including a copy of Company's rendition to TCAD of new improvements made to the Property during each year and for that year of the Agreement Term.

(iii) Decrease in Amount. The Parties agree that the above amount is based upon current and best estimate of costs related to the construction and installation of the Facility. If Company invests in an amount less than the investment amount listed in 5.1.1(c)(i) but the Facility meets and maintains production capacity at the level required by production capacity requirements of 5.1.1(d)(iii), the Company

shall be deemed to be in compliance with the investment requirements of this Agreement.

(d) Construction Period.

(i) Completion. Company shall diligently pursue construction. Inspections shall take place to ensure compliance with the Agreement by December 31, 2020. Throughout the Agreement Term, the requirements of all applicable County and City of Pflugerville codes and ordinances must be met.

Company shall complete construction of the Facility no later than December 31, 2020. The following will establish completion of the construction period to County's satisfaction as set forth in this Agreement:

1. Having completed the installation of substantially all of the equipment for operation; and,
2. start-up of the Facility as evidenced by Company's issuance to all applicable subcontractor(s) of mechanical completion certificates for this Facility that indicate this Facility that will produce at least 150,673MWh of power generation.

(ii) Production. Company shall install solar panels to provide for total production capacity at the point of interconnection of at least 150,673MWh of power generation no later than December 31, 2020.

(iii) Compliance. The Parties agree that Company will make its best efforts to meet the goals in subsection 5.1.1(c) ("Investment") and 5.1.1(d)(i) ("Completion") above, and will provide reporting documentation as to the status of each requirement no later than December 31, 2020. However, to comply with requirements of the Agreement upon which rebate will be based, as long as Company meets the production requirements set forth in Subsection 5.1.1(d)(ii) by December 31, 2020, Company will be deemed in compliance with the Construction requirements of this Agreement. It is understood that the terms set forth in Sections 5.1.1(c) and 5.1.1(d)(i) are goals only, and complete compliance with those goals is not required for Company to be in compliance with requirements necessary to receive the rebate under this Agreement. Compliance with Section 5.1.1(d)(iii) is required for Company to receive payment under this Agreement.

(iv) Failure to Complete Construction by December 31, 2020. If Company fails to complete construction by December 31, 2020, this Agreement may be terminated by County and of no further effect. County will require documentation of completion of construction as reasonably determined by County. Such documentation may include investment amounts, construction completion, etc. and shall be included in the Annual Reporting Form prepared by Company.

(e) Local Labor and Materials. Company will and shall cause its subcontractors to make reasonable efforts to purchase all materials, products, supplies, equipment and other purchases, related to both construction and ongoing maintenance and operations, from local companies (first preference to Texas materials and supplies, then preference for materials and supplies made in the United States). County and Company acknowledge that obtaining some or all of the solar panels themselves in the United States may not be viable but Company must use reasonable efforts to purchase all other materials within these guidelines. Company will make reasonable efforts to hire locally for at least 50% of the workers for construction of the Facility (first preference to workers residing at zip codes

within Travis County, then preference for workers residing at zip codes within Bastrop, Lee, Milam, Bell and Williamson Counties and then preference for workers residing at zip codes within the State of Texas). Company will provide reporting documentation to reflect reasonable efforts achieved under this Section 5.1.1(e).

(f) Purchase Agreements. Company will enter into purchase agreements and provide County with a list of service providers and customers. Such reports shall begin no later than December 31, 2019, and continue annually as a part of the Annual Reporting Form thereafter through the Agreement Term.

(g) OTJ Education. Company shall develop a paid internship program in conjunction with Austin Community College ("ACC") as agreed to by Company and ACC. Company shall maintain workers compensation insurance coverage for all of the interns in the program. The program shall begin on the date on which commercial operations begin and continue until the termination of this Agreement. For 10 weeks each semester, the program shall provide one (1) student from ACC with an internship with Company for which the student will be:

- (1) scheduled for training and work at least 10 hours per week at the Property,
- (2) trained on the use of the Facilities software system and reporting, and
- (3) paid an hourly rate at least equal to the county living wage applicable to the period when the training and work are performed.

Annual reporting will reflect at least full names and addresses of interns, work schedule, and payroll documentation of time, dates and hours worked.

(h) Community Development. Company agrees to meet the following commitments to the community surrounding the Facility:

(A) Company will include in the construction of the Facility all roads, drainage, and other infrastructure as required by applicable law to maintain current levels of drainage and groundwater runoff.

(B) Company will ensure that the Facility is adequately lighted, protected by secure fencing and security gates, and that other appropriate security measures are taken. Company will install the fencing at a minimum 50 feet setback distance from adjacent owners' property. Company will utilize berming or other visual barriers to enhance the appearance of the Facility, substantially as set forth in the landscape plan provided herein as Attachment E (Visual Project Enhancements) and otherwise in a manner that is satisfactory to any applicable regulatory authority.. RAZOR FENCING WILL NOT BE UTILIZED BY COMPANY.

(C) Company will participate with the efforts of a Citizens' Committee of the Blacklands Farmer's Association. Company will use its best efforts to keep the community informed of the progress of the construction of the Project by providing the Citizens' Committee quarterly reports updating the Committee on the activities and progress on the Project and the issues affecting the Project and community that occurred during the previous quarter of the calendar year. After December 31, 2020, Company will continue to use its best efforts to keep the community informed of the success of the Project by providing the Citizens' Committee annual reports updating the Committee on the activities and operations of the Project and the issues affecting the Project and community that occurred during the previous year until the termination of this Agreement. The Company will use its best efforts to solicit viewpoints from the community and mitigate any disturbance to the community. Annual reporting by the Company will reflect the Company's participation with the Committee.

(i) Environmental Attention. The Project will be completed and maintained in a manner which preserves and respects the natural environment. Company shall not violate any federal, state, or local legislation and/or regulation(s) which prohibit or regulate deleterious effects on the environment within the Project. This Property may NOT be located over an environmentally sensitive aquifer or contributing zone, and Company hereby certifies that Property is not located over an environmentally sensitive aquifer or contributing zone. Company shall work with Travis County Transportation and Natural Resources Department, Texas Parks and Wildlife Department and the Native Prairies Association of Texas to restore and maintain native Blackland prairie grasses by implementing reseeding programs at the Property no later than December 31, 2020 and continue these as needed until the termination of this Agreement.

(j) HUB Participation. Upon execution of this Amendment, Company shall work with the Historically Underutilized Business (“HUB”) Program in the Travis County Purchasing Office to establish appropriate HUB goals for all contracting and subcontracting efforts related to the Project. This requirement shall apply to Contractor's construction and operation of the Project.

(k) Property Use. Project shall consist of commercial workplace to be utilized as a 150,673 MWh capacity solar power production facility.

(l) Parking. Project will be completed in a manner which includes as little impervious cover parking as reasonably possible. This parking shall be installed no later than December 31, 2020 and be maintained until the termination of this Agreement.

8. Amendment of 5.2.3 Report Information and 5.2.4 Job Data. Subsections 5.2.3 and 5.2.4 are deleted and replaced in their entirety with the following:

5.2.3 Report Information. The following general information, as applicable for each year in a reporting period will be included with the Report:

- (a) documentation to show actual Completion Date (See Section 5.1.1(d));
- (b) total value of completed Project (as certified by TCAD for Travis County Ad Valorem Taxation and broken into land and improvements categories);
- (c) total number of jobs (See Section 5.1.1(b)) and date of hire and duration of employment for each employee in each reported FTE;
- (d) average number of position hours worked per week and total number of workers employed during the construction period;
- (e) information showing the amount of County Ad Valorem Taxes paid by Company and the amount of Agreement Funds reimbursed by County to date;
- (f) other information as necessary to support compliance with terms of this Agreement, including Section 5.1.1(a) - (l) as set forth in those sections and the reporting form;
- (g) certification as to accuracy of report and compliance with the terms of the Agreement; and,
- (h) other information as set forth in the Annual Reporting Form or as reasonably requested by County to support compliance.

5.2.4 Job Data. The Report shall also include data showing the number of full time equivalent (“FTE”) jobs created and maintained as a result of the Project, including that information specifically set forth in the Reporting Form (Attachment D). Company shall create and maintain such records as necessary and as set forth in this Agreement for County to audit performance under this requirement, including documentation which supports that information shown in the Reporting form and any other information reasonably necessary to calculate FTEs as related to performance under this Agreement. As provided in Section 5.8.2 and Section 5.1.1(b), County may require such

other documentation as reasonably deemed necessary to support reported employment efforts of Company as required under this Agreement.

9. **Amendment of 5.7.2 Employment Records and Investment Certification.** Subsection 5.7.2 is deleted and replaced in its entirety with the following:

5.7.2 **Employment Records and Investment Certification.** To verify compliance with employment and investment requirements, Company will provide County with an annual written certification (attached to the Report) by Company's Chief Financial Officer stating at least the following:

- (i) That the number of FTE's is at least equal to the number required by Section 5.1.1(b);
- (ii) That the average position hours per week and total number of construction workers employed during the construction period per week is at least equal to the number required by Section 5.1.1(b); and,
- (iii) That the Amount of investment pursuant to this Agreement is at least equal to the amount required by Section 5.1.1(c).

Company agrees to provide County access at Company's Facility at the time of submission of the certification and access as needed to any and all supporting documentation (including information set forth in Section 5.1.1 (b) and 5.1.1(c)) which is necessary to verify the information reported in the certification by the Chief Financial Officer. This supporting documentation will be made available in Travis County in a format that allows for easy review by County.

If County determines that the documentation provided is insufficient to adequately document the accuracy of the information or disputes the accuracy of the information, County reserves the right to require additional information as necessary to complete the final review and approval of the information submitted and to withhold approval of the Annual Reporting Form until such additional information is made available pursuant to this Section 5.7.2.

10. **Amendment of 6.3 Submission.** Subsection 6.3 is deleted and replaced in its entirety with the following:

6.3 **Submission.** Company shall submit all requests for all changes, alterations, additions or deletions of the terms of this Agreement or any attachment to it to PBO, Attention: Jessica Rio, County Executive (or her successor) with a copy to the County Judge, Sarah Eckhardt, or her successor in office. This Agreement shall be administered by PBO, and all information provided by Company to County shall be provided through PBO.

11. **Amendment of 8.2.2 Required Performance.** Subsection 8.2.2 is deleted and replaced in its entirety with the following:

8.2.2 **Required Performance.** Company agrees to meet the following requirements as of the respective dates set forth below:

- (a) by December 31, 2020, completion of the Project (as evidenced by production capacity as described in Section 5.1.1(d)(ii);
- (b) by the respective dates stated in Subsection 5.1.1(b), create and maintain the Required Number of Jobs throughout the term of the Agreement and create or contract for the creation of the required average number of positions working the average number of hours for construction workers during the construction period;
- (c) by December 31, 2020 , Company has made an investment in the Project of at least One Hundred and Ten Million dollars as described in Section 5.1.1(c); and,
- (d) satisfactory completion of all other applicable terms of this Agreement.

12. **Amendment of 10.2 County Address.** Subsection 10.2 is deleted and replaced in its entirety with the following:

10.2 **County Address.** The address of County for all purposes under this Agreement shall be:

Bonnie Floyd, Purchasing Agent (or her successor)
Travis County Purchasing
P. O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Jessica Rio, County Executive (or her successor)
Travis County Planning and Budget
P. O. Box 1748
Austin, Texas 78767

10.3 **Company Address.** The address of the Company for all purposes under this Agreement and for all notices hereunder shall be:

Attn: Michael Arndt
Vice President
East Blackland Solar Project 1 LLC
3000 East Cesar Chavez Street, Suite 400
Austin, TX 78702

13. **Amendment of 12 Assignability.** Subsection 12.3 shall be inserted into the Agreement, as follows:

12.3 Assignment to Lessee/Company as Lessee. This Agreement may be assigned to a new owner or a lessee of the Facility with the prior written consent of the Commissioners Court, which consent will not be unreasonably withheld. Any assignment shall provide that the assignee will irrevocably and unconditionally assume, all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. Furthermore, the assignee shall continue the same improvements or repairs to the property (except to the extent such improvements or repairs have been completed), and continue the same use of the facility as stated in the original Agreement with the initial Applicant. No assignment will be approved if the assignor or the assignee is indebted to the County for past due ad valorem taxes or other obligations. In accordance with the Policy and Section 2.3.3 (Waiver) of this Agreement, the Commissioners Court hereby waives and modifies those requirements in the Policy (in particular that portion of Section 28.002(g) of the Policy that states the Applicant must own the real and business personal property to be eligible to receive funds paid by County as a result of performance of obligations under this Agreement.

The Commissioners Court affirms the following continuing requirements of the Policy:

12.1 the assignee seeking the tax incentive over the entire term of the Agreement must be responsible for paying the taxes on the property

12.2 in the case of a leasehold interest in real estate, the assignee does not retain eligibility for incentives unless

12.2.1 the County is provided a copy of a subsisting lease agreement that indicates the obligation of the assignee company to pay all ad valorem taxes (either directly or indirectly) and

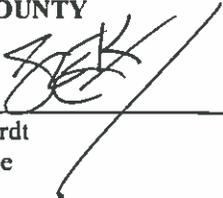
12.2.2 the assignee company agrees to and does provide the County with a copy of the cancelled check indicating payment of those ad valorem taxes each year in which incentives are requested.

14. **Amendment of Attachment A Travis County Economic Development Program Policy** The Attachment A adopted in 2009 and attached to the original Agreement is deleted and replaced in its entirety with the

Attachment A Travis County Economic Development Program Policy, adopted January 14, 2014 and attached to this Amendment Three.

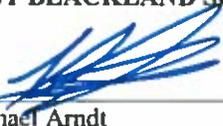
15. **Amendment of Attachment B Description of Property and Project** The Attachment B attached to the original Agreement is deleted and replaced in its entirety with the Attachment B Description of Property and Project attached to this Amendment Three.
16. **Amendment of Attachment D Annual Reporting Form**. The Attachment D attached to the original Agreement is deleted and replaced in its entirety with the Attachment D Annual Reporting Form attached to this Amendment Three.
17. **Extension, Expansion, and Revision**. County and Company understand and agree that the extension granted and the revisions to the Project in this Amendment 3 are the third extension and set of revisions which will be granted, and Company agrees not to request additional time for any performance or changes to the requirements under the Agreement except changes that result in an increase in power generation capacity and investment and land required. The Agreement may be terminated if Company cannot meet the above requirements following written notice of default from County to the Company and for which Company has failed to cure within a reasonable period of time as applicable to the specified default. Subject to the foregoing, Company agrees that termination based on failure to comply with requirements under this Amendment 3 will be automatic, with written notice from County to Company sufficient to complete the termination of the Agreement. Any future changes to increase power generation capacity and investment and land required must involve land contiguous to that described in Attachment B and must be allowed by and in accordance with the terms of Attachment F, the Interconnection Agreement with the Lower Colorado River Authority (LCRA).
18. **Incorporation of Agreement**. County and Company incorporate this Amendment 3 into the Agreement as amended by the 2012 Amendment and Amendment 2. County and Company ratify all the terms and conditions of the Agreement as previously amended and as amended in this Amendment 3. The Agreement with the changes made in this Amendment 3 constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Agreement not specifically amended herein remain the same and in full force and effect.

TRAVIS COUNTY

By: 
Sarah Eckhardt
County Judge

Date: 6/25/2019

EAST BLACKLAND SOLAR PROJECT 1 L.L.C.

By: 
Michael Arndt
Vice President

Date: 7/2/19

ATTACHMENT A

Chapter 28. Economic Development Incentives¹

Contents

28.001	Authorization 1
28.002	Definitions 1
28.003	Authorized Facilities 4
28.004	Base Incentive 6
28.005	Above Base Incentive 8
28.006	Process 12
28.007	Limitations 15
28.008	Agreement Terms 15
28.009	Other Provisions 17
28.010	Sunset Provision 18
28.011	Exhibit 1: Travis County Application Form 19

28.001 Authorization

- (a) General. The Travis County Commissioners Court is authorized to develop and administer a program to stimulate business and commercial activity in Travis County pursuant to Local Government Code, Chapter 381 [specifically, Sections 381.004(b) and 381.004(g)], and other applicable statutes.
- (b) Purpose. The purpose of this Policy includes the following:
- (1) to encourage economic stimulation and prosperity by attracting new businesses to the County;
 - (2) to enhance the County tax base by attracting new businesses that will make significant investments in new construction;
 - (3) to assist with workforce development in the County by attracting companies that offer significant numbers of new jobs and/or training to current residents who are unemployed or under-employed;
 - (4) to encourage diversity of the County's economy by attracting businesses that will contribute to the economy by broadening the scope of business and industry within the County; and
 - (5) to attract significant new businesses that also help promote the growth of other new businesses needed to provide supporting services or supplies, particularly small companies.

28.002 Definitions

- (a) "Agreement," or "Incentive Agreement" means a contractual agreement between a property owner and/or lessee (and lessor) and an eligible jurisdiction granting or pertaining to an Incentive under this Policy, including any contract entered into under this Policy.

¹ Chapter 28 was replaced by Travis County Commissioners Court January 14, 2014, Item #10. Chapter retitled May 29, 2018, Item 8.

- (b) "Applicant" means an authorized representative of a legal business entity who requests in writing the consideration of a proposal for incentives under this Policy.
- (c) "Commissioners Court" means the Travis County Commissioners Court.
- (d) "Competitively-Sited Project" means a project where the Applicant has completed a written evaluation for assistance by a governmental entity in another location in which expansion, relocation or new operations (the project being proposed for Travis County Incentives) are actively being considered by the Applicant.
- (e) "Economically Disadvantaged" means a Travis County resident who meets one of the following requirements:
- (1) Has a verified income of 200% or less of the current Federal Poverty Guidelines; or
 - (2) Meets two or more of the criteria under the definition of "economically disadvantaged" under Texas Government Code, Section 2303.402(2)(c)(1) – (9) (with documented evidence of such eligibility).
- (f) "Eligible Project" means a proposed development which qualifies for Incentives under this Policy by meeting the requirements set forth in Section 28.004(a).
- (g) "Eligible Property" means all property (real and business personal) subject to assessment by the Travis Central Appraisal District (TCAD) for the determination of ad valorem taxes that is the subject of any Agreement under this Policy. Eligible Property will be limited to:
- (1) real property on which the facility is located (entire approved site as set forth in the Agreement);
 - (2) the new construction improvements on the site; and
 - (3) new business personal property placed within a facility within the same year the new facility is counted as new construction by TCAD or as agreed to in a specific phasing provision in the Agreement.

In no event shall the Incentive granted in any one year exceed the total ad valorem tax revenue received/due Travis County from the company's cumulative new construction as certified by TCAD. To be eligible and subject to receive Grant Incentives, property, both real and business personal, must also be owned by the Applicant seeking the tax incentive over the entire term of the Agreement; and taxes on that property must be paid by the Applicant seeking the tax incentive. In the case of a project that includes a leasehold interest in real estate that has been approved by the Commissioners Court pursuant to this Policy, the company may retain eligibility for incentives as long as the County is provided a copy of the lease agreement that indicates the obligation of the company to pay all ad valorem taxes (either directly or indirectly) and the company agrees to provide the County with a copy of the

cancelled check indicating payment of those ad valorem taxes each year in which incentives are requested.

- (h) "Employee" means a person:
- (1) whose employment is permanent, full-time and non-seasonal; and
 - (2) who is employed by the Applicant for Incentive for a minimum of 1,750 hours per year; and
 - (3) whose employment is reflected in the Applicant's report filed with the TWC on December 31 of each year, or reflected in other acceptable company generated and certified payroll report or other documentation of employment deemed adequate by County.

It is understood that, in order to receive Incentives based on employment numbers, Applicant must also provide documentation that required health insurance benefits [see Section 28.004(a)(5)] are provided.

- (i) "Grant Incentives" means the grant funds paid by County as a result of performance of obligations under an Agreement, the amount of which is based on a percentage of specified ad valorem taxes paid on certain Eligible Property pursuant to that Agreement entered into under this Policy as authorized by Texas Local Government Code, Chapter 381, and other applicable laws, rules, regulations and policies.
- (j) "Incentive(s)" means the benefit granted under an Agreement entered into pursuant to this Policy and applicable statutes, including the Grant Incentives.
- (k) "Investment" means the capital investment made by the Applicant in new construction and new taxable business personal property as indicated in documentation rendered to TCAD annually. Rendition to TCAD is required by County in order to receive Incentives under this Policy. Applicant will provide a copy of that rendition to County with its reporting information. The Investment total will not include payroll, cost of goods sold, or any other investment not directly related to Eligible Property, as determined by County.
- (l) "PBO" means Travis County Planning and Budget Office.
- (m) "Prevailing Wages" means the wages rate identified by the Travis County Purchasing Office at the time of construction of the Facility as meeting applicable federal and state law (including Texas Government Code, Chapter 2258) establishing those rates for public works projects.
- (n) "Taxable Value of Eligible Property" means the certified appraised value of Eligible Property, as finally determined by TCAD.
- (o) "TCAD" means Travis Central Appraisal District.
- (p) "TCEQ" means the Texas Commission on Environmental Quality.
- (q) "TWC" means the Texas Workforce Commission.

- (r) "Veteran" means any person who has served honorably in the armed forces of the United States.

28.003 Authorized Facilities

- (a) Preferred Facilities. In considering an application for Incentives under this Policy, preference will be given to an Applicant if it seeks to locate any of the following within Travis County:
- (1) Convergence Technology Facility, defined as a company engaged in research and development activities, computer and other electronic systems and hardware design or testing, software development, testing, or publishing, wireless telecommunications, or related product manufacturing.
 - (2) Creative Media Facility, defined as a company engaged in the creation, development, production and distribution of musical works, motion pictures, television and other forms of video programming and content, video games, advertising and informational content.
 - (3) Green Industries, defined as companies engaged in clean energy and resource conservation. "Clean energy" includes research and development, headquarters or manufacturing projects that involve any type of energy efficiency, energy storage, energy resource conservation, renewable energy or alternative fuel technology. "Resource conservation" includes companies involved in the research, development and manufacturing of products focused on improved efficiency and availability of natural resources including clean air and water.
 - (4) Corporate/Professional Headquarters, defined as the main office from which a regional, national or international organization is managed. Typical functions that occur in these types of offices include executive decision-making and strategy, sales and marketing, human resources, financial operations, advanced information technology operations, consulting and training. The chief executive officer for the region for which this location serves as a headquarters must be based at the location.
 - (5) Healthcare and Life Sciences Facility, defined as companies in the fields of healthcare, biotechnology, pharmaceuticals, biomedical technologies, life systems technologies, environmental, biomedical devices, and organizations and institutions that devote the majority of their efforts in the various stages of research, development, testing, technology transfer, commercialization or manufacturing.
 - (6) Regional Live Entertainment or Fine Arts Facility, defined as buildings and structures, including fixed machinery and equipment, used as a venue for live entertainment or the display of fine arts through the

admission of the general public where a substantial percentage of users reside at least 100 miles from any part of the County.

- (7) Research and Development Facility, defined as buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials, the production processes of such, or current technology in biomedicine, electronics or pre-commercial emerging industries.
 - (8) Economically Disadvantaged Job Provision. A business that will provide substantial opportunities for employment for Economically Disadvantaged individuals.
 - (9) Other. Other businesses approved by the Commissioners Court that will provide substantial opportunities to enhance or diversify the County's economy.
- (b) Retail Developments. Developments which are primarily for retail may be reviewed on a case-by-case basis to determine eligibility for Incentive, but will not be considered as preferred development proposals.
- (c) Leased Facilities. Existing leased facilities will only be eligible for Incentives under this Policy if:
- (1) the minimum investment requirement [Section 28.004(a)(1)] is met for new construction by the renovation or building of facilities or addition of business personal property, which are certified by TCAD as new construction; and
 - (2) the company shows proof of: obligation of company in the leasehold agreement to pay all ad valorem taxes (either directly or indirectly); payment by the company of the ad valorem property taxes related to such new construction and/or eligible business personal property; and
 - (3) the amount of the Incentive is based only on business personal property or real property improvements certified as new construction by TCAD.
- If the above conditions are met and leased property will be utilized for new construction that is granted a tax Incentive, the Agreement will be executed with both the lessor (owner) and lessee of the land on which the facility is located provided that the term of the lease is equal to or exceeds the term of the Agreement.
- (d) Findings. An agreement cannot be entered into unless the Commissioners Court finds: that the terms of the Agreement and the Property subject to the Agreement meet the applicable guidelines and criteria set forth in this Policy; and that the development of the Project will result in substantial immediate and long-term financial benefit to Travis County and significant financial benefit to other taxing entities within Travis County.

- (e) Commissioners Court Ownership. Property that is owned or leased by a person who is a member of the Commissioners Court (or staff of such member) is excluded from receiving Incentives under this Policy.

28.004 Base Incentive

- (a) Eligible Project. To be eligible for consideration for the base Incentive a project must meet the following criteria:
 - (1) Investment. Include additions of investment in new construction of Eligible Property, as certified by TCAD, which totals at least twenty-five million dollars (as shown by the Applicant's annual tax rendition, a copy of which will be provided to County) by January 1 of the tax year that will commence immediately following the year in which the construction period defined in the Agreement is completed or the year in which the Incentive begins;
 - (2) Job Transfer. Not solely or primarily have the effect of transferring employment from one part of the County to another;
 - (3) New Job Creation. Provide additional full-time, non-seasonal jobs for at least 100 Employees within the time period or periods set forth in the Agreement, with additional Incentive available for more than 100 new jobs [(see Section 28.004(a)(3)];
 - (4) Competitively Sited Project. Be a competitively sited project meeting all applicable provisions of this Policy;
 - (5) Benefits. Have a human resources benefits policy:
 - (A) meeting all applicable state and federal requirements, including provision of health benefits at a level which, as determined by the Commissioners Court, meet or exceed the requirements of the Patient Protection and Affordable Care Act in effect as of the date of the adoption of this Policy; and
 - (B) including the Applicant's offering group coverage or contribution to health benefits in a dollar amount that provides meaningful opportunity for all workers to purchase coverage for all Employees and Employee family members ("all" Employees and Employee family members defined to include same sex/domestic partners).
 - (6) Location. An Eligible Project must be located in a Travis County Regional Activity Center located in an area:
 - (A) Identified in a comprehensive plan (a plan adopted, or to be adopted, by the Commissioners Court for the long-range development of the unincorporated area of the County which is used to coordinate and guide County programs);

- (B) A Conservation Development that conforms to the provisions of the County Conservation Development Order (Travis County Code, Chapter 82, Subchapter A);
- (C) Areas consistent with the City of Austin Growth Concept Map; or
- (D) In another targeted area specifically identified by Travis County for economic development preference at the time this Policy is approved or at any time this Policy is in effect.

A specific Regional Activity Center, Conservation Development, or other area described above must be identified in the Agreement approved by the Commissioners Court and cannot be added to the Agreement at a later date.

- (7) Equal Employment Opportunity Policy. Provide County with a copy of the Applicant's equal employment opportunity policy. If the Applicant does not have a written equal employment policy at the time of application, Applicant may provide County with a written plan for adoption of such policy, to be completed and provided to the County prior to any Agreement being executed. NO Agreement will be entered into until the copy of the policy is provided to County;
- (8) Cash-Positive Evaluation. Have been evaluated using an economic development software program (currently, webLOCI, but subject to change at County's discretion) which calculates the benefits and costs to the County from Incentive deals, including the payments and the cost of County services, with such evaluation having a cash-positive result; and
- (9) Salary/Benefits Requirements
 - (A) Salaries – Construction Workers and Company Employees. Provide salaries to all Employees, including contract Employees and employees hired by contractors for construction of the Company's facilities related to the incentive Agreement, at an hourly wage that equals or exceeds the County's established minimum wage.
 - (B) Construction Workers Requirements
 - (1) Workers' Compensation Insurance. All construction workers must be covered by workers' compensation insurance.
 - (2) Complaints. Company will provide adequate signage at all construction sites for the facilities advising construction workers of the above requirements and of the workers' right to deliver complaints related to non-compliance to Travis County through the Travis County PBO.

- (3) **Other Construction Requirements.** Meet specified County requirements related to wages (see Section 28.004(a)(9) above) and safety conditions for employees hired by contractors for construction of the Company's facilities related to the incentive Agreement. Safety requirements include provision of OSHA safety training for all construction workers and the provision of an OSHA certified inspector on all construction sites.
- (4) **Documentation.** Company will be responsible for ensuring that the General Contractor provides Company adequate documentation of compliance with subsection (9)(B) above and allows monitoring/audit by County of construction contracts and payroll and construction sites, where determined by County to be necessary to determine compliance.
- (10) **Minority Business Requirements.** Meet the requirements of the County's current HUB (Historically Underutilized Business) program policy (available from the Travis County Purchasing Office), if Company seeks incentives only from County. If Company seeks incentives from the City of Austin and Travis County, Company must comply with the City of Austin's MBE/WBE Ordinance, and such compliance will be deemed to be sufficient to meet the County's requirements regarding minority business participation.

A proposal which meets the above criteria will be considered an Eligible Project. This establishes initial eligibility but does not ensure the granting of Incentives by Travis County.

- (b) **Base Incentive Amount.** An Eligible Project may receive a base Incentive of up to 45% of ad valorem taxes on new value of Eligible Property if the Applicant shows a minimum investment as set forth in Section 28.004(a)(1), with the percentage determined as follows:

Investment Amount	Base Incentive Percentage
\$25 Million to \$100 Million	up to 25%
\$101 Million to \$200 Million	up to 33.5%
More than \$200 Million	up to 45%

28.005 Above Base Incentive.

- (a) **Maximum Incentive.** No Incentive will be granted that exceeds eighty percent (80%), regardless of the total above-base requirements that an Applicant may fulfill. Additional Incentives above the base may be considered as set forth in this section 28.005.

(b) Jobs

(1) Additional Incentive. An additional Incentive of up to fifteen percent (15%) may be granted based on Employee jobs created as follows:

Number of Jobs	Additional Incentive Percentage
100 – 150	up to 6%
151 – 200	up to 10%
201 +	up to 15%

(2) Advertising. To qualify for additional Incentive for jobs created, Applicant must advertise jobs and provide documentation of such on public job boards (i.e., Workforce Solutions) and other resources as identified by County.

(c) Residency. An additional Incentive of 5% may be granted if the Company fills at least 50% of its new positions for the project with Travis County residents. For purposes of this requirement, "residency" will be defined as having a permanent address within Travis County and not having worked for the Company prior to the Effective Date of the Agreement.

(d) Leadership in Energy and Environmental Design (LEED) Certification

(1) Additional Incentive. An additional Incentive of up to five percent (5%) may be given for Leadership in Energy and Environmental Design (LEED) certification.

(2) Level of Certification. If the owner or lessee of a new commercial facility or an existing facility to be adapted or renovated has registered with the U. S. Green Building Council (USGBC) seeking LEED Certification, then PBO may recommend approval of an additional Incentive based upon the level of certification obtained after completion of construction as follows:

LEED Certification Level	Additional Incentive Percentage
Basic	up to 2%
Silver	up to 3%
Gold	up to 4%
Platinum	up to 5%

(3) Registration. Applicant must be registered with USGBC seeking LEED Certification prior to submitting its application for additional LEED Incentive to the County. The additional Incentive for LEED shall not commence until construction of the project is completed and LEED Certification is obtained by the Applicant and acceptable documentation provided to County of that certification.

(e) Economically Disadvantaged Hiring/Training. An additional Incentive of up to ten percent (10%) for training and/or hiring of Economically Disadvantaged residents may be granted as follows:

- (1) Option A – Needs Based Scholarships.
 - (A) Scholarship. Applicant may pursue additional Incentive under this subsection 28.005(e) by providing needs based scholarships covering at least 50% of the full tuition cost of a degree or certification (with "tuition" being defined to include all required fees, books and actual tuition costs) to Economically Disadvantaged individuals.
 - (B) Number. Scholarships under this subsection must be provided to a number of Economically Disadvantaged individuals equal to at least ten percent (10%) of the Eligible Project's total employment annually. For example, if Applicant will have 200 full time Employees, Applicant would have to fund 20 scholarships.
 - (C) Administration. The administration of the needs based scholarship must be provided through an institute of higher education, an independent school district, or a workforce training program approved by Travis County. Verification of the funding for and the distribution of the needs based scholarship shall be provided by the educational or workforce training program administering the program.
- (2) Option B – Full Time Employment – Company Employees
 - (A) Employment. Applicant may pursue additional Incentive under this subsection 28.005(e) by providing full time employment to Employees who have been participants in any needs based scholarship program or workforce training program approved by Travis County.
 - (B) Number. Employment under this subsection must be provided to a number of Economically Disadvantaged individuals equal to at least ten percent (10%) of the Eligible Project's total employment annually. For example, if Applicant will have 200 full time Employees, Applicant would have to hire and retain 20 Economically Disadvantaged individuals to qualify for the additional incentive.
 - (C) Administration. Verification of the employment of Economically Disadvantaged Travis County residents shall be met through documentation by the Applicant that:
 - (i) The full time Employee has been a recipient of any qualifying based scholarship (as approved by County) within the last four years; or
 - (ii) The full time Employee has completed a workforce training program approved by Travis County within the last four years.

- (3) Option C – Monetary Donations
 - (A) Donation. Applicant may pursue additional Incentive under this subsection 28.005(e) by providing a specified monetary donation (the amount to be included in the Agreement) to a workforce training program approved by Travis County or to an established Travis County workforce training fund, if such a fund is established.
 - (B) Administration. Verification of the donation to the workforce training program must be provided by that program; verification of the donation to a Travis County funds will be provided by County.
- (4) Option D – Other Participation. Applicant may pursue additional Incentive under this subsection 28.005(e) by participating to the level negotiated in the Agreement in an approved Travis County program designed to enhance workforce training/hiring of Economically Disadvantaged. For example, Applicant could agree to participate by providing a specified number of internships under the County summer youth employment program.
- (5) Other Requirements. If Applicant pursues additional Incentive under Option A or Option B above:
 - (A) Pre-Approval. Travis County, through Travis County Health, Human Services and Veterans Services, must pre-approve any proposal by the Applicant under this subsection 28.005(e) as to the educational institution, program or needs based scholarship program.
 - (B) Addition to Agreement. At the request of the Applicant, and at the discretion of the Commissioners Court, a training and hiring Incentive provision [as set out in this subsection 28.005(e)] may be added as an amendment to a prior Incentive Agreement approved by Commissioners Court. Additional Incentive for such added provision will only be granted effective as of the date of the fully executed amendment.

(f) Construction Workers – Hiring and Wages Incentives

- (1) Additional Incentives. Applicant may pursue additional incentives under this subsection 28.005(f) as follows:
 - (A) 10% additional incentive if 15% of the hours completed on construction of the Eligible Project are completed by employees who qualify as Economically Disadvantaged;
OR
 - (B) 10% additional incentive if 10% of the hours completed on construction of the Eligible Project are completed by employees who are Veterans.
OR:

- (C) 5% additional incentive if all employees hired to construct the facilities subject to the incentive agreement receive an hourly wage equal to or greater than the Travis County Prevailing Wages, as defined in Section 28.002(m) of this Policy.

Applicant may select only one of the above [28.005(f) (A), (B), or (C)] for a maximum additional Incentive under this subsection 28.005(f) of 10%.

- (2) Administration. Verification of the Economically Disadvantaged status, Veteran status or receipt of Prevailing Wages of employees hired by contractors for construction of the Eligible Project must be provided to the County by the Applicant, as well as documentation of the actual worker hours completed on the Eligible Project (total hours of construction and hours completed by workers qualified as Economically Disadvantaged or Veterans).
- (g) Above Base Incentive Limitation. Notwithstanding the description of potential above-base incentives described in this subsection 28.005, a company CANNOT receive a total Incentive amount under this Policy of more than 80%.

28.006 Process

(a) General

- (1) Initial Proposal. A company will make written application for Incentives pursuant to the applicable provisions of this Policy. PBO will review the initial application and make recommendation to the Commissioners Court regarding the proposal. The Commissioners Court will, at its sole discretion, determine whether to grant the Incentive, the level of the Incentive to be granted and the terms of the Agreement.
 - (2) No Limitation. Nothing in this Policy is meant to or will be construed to limit the discretion of the Commissioners Court to decide whether to enter into a specific Agreement; or limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application or request for Incentive; or create any property, contract or other legal right in any person to have the Commissioners Court consider or grant a specific application or request for Incentives.
- (b) Application Package. Components of a complete application package establishing minimum qualifications for a base Incentive will include:
- (1) A completed Travis County Application form (Exhibit 1 of this Policy);
 - (2) A non-refundable check in the amount of \$1,000.00 payable to Travis County to reimburse the County the reasonable cost of proposal evaluation; and

- (3) A completed narrative prepared in accordance with the template provided in the County application including, but not limited to:
- (A) An investment budget detailing components and costs of the Eligible Property for which Incentive is requested, including type, number, economic life and eligibility for a tax exemption granted by TCEQ, if known;
 - (B) A map and legal description of the property/properties, if a location or alternate locations have been identified, with the understanding that this information will be provided prior to the execution of the Agreement if not available at the time of application;
 - (C) A time schedule for undertaking and completing the proposed improvements;
 - (D) A ten-year environmental and worker safety compliance history for all facilities located within the State of Texas and owned in whole or in part by the Applicant, as defined in "Environmental and Worker Safety Qualification";
 - (E) An affidavit by the Applicant affirming that the application is a Competitively-Sited Project and acknowledging that documentation confirming the competitive process will be provided to County if an Incentive is granted by Travis County prior to the execution of the final Agreement; failure to provide the acceptable documentation of being a Competitively-Sited Project will result in the termination of Agreement negotiations;
 - (F) Information pertaining to the reasons that the requested Incentive is necessary to ensure that the proposed project is built in the County (i.e., documentation supporting the assertion that "but for" an Incentive, the stated project could not be constructed in the County);
 - (G) Copies of the report filed with the TWC for December 31 of the last complete year prior to the filing of the application documenting the current number of full time non-seasonal Employees, and full-time contract Employees, if any, at the time the application is submitted. Applicant may substitute another company-generated and certified payroll report or other documentation of employment for the previous year deemed adequate by County to provide the above information;
 - (H) Financial and other information as the County deems appropriate for evaluating the financial capacity and other factors of the Applicant's proposal; and
 - (I) Certification prepared by the Travis County Tax Assessor-Collector stating that all tax accounts within the County are paid on a current basis.

Additional information required for Incentives, particularly above base Incentives, may be included if the Applicant desires those proposal to be considered or may be requested on a case by case basis.

- (c) **Additional Information – Leased Facility.** The Applicant will provide County, as a part of the application package, the name and address of the lessor and a copy of the proposed lease agreement, or option contract (with a final copy of the executed lease to be provided to County prior to execution of the Agreement). In the event a lease or option contract has already been executed with the owner of the site, the document should include a provision whereby Incentive Applicant may terminate such contract or lease in the event that the County does not grant an Incentive. Leased property will only be considered for Incentives as to the Eligible Property being proposed. The lease term must extend for at least as long as the requested Incentive Agreement term and the Lease agreement must include the requirement that the Company pay the Ad Valorem taxes (either directly or indirectly) throughout the term of the Agreement.
- (d) **Initial County Review by PBO.** Any current or potential owner or lessee of taxable property in the County may request an Incentive by filing a completed application (an application which includes all information set forth in this Policy and deemed necessary by County to make a full assessment of the proposal) with the County Judge, with a copy to PBO prior to any public expression of a site selection decision. The County Judge's office will notify the Commissioners Court of receipt of an application for Incentive and PBO will begin the assessment pursuant to this Policy. PBO may request additional information and clarification from the Applicant as necessary to complete the application. PBO, in consultation with the County Judge, will create an assessment of the proposal and make a best effort to respond to a completed application in a timely manner upon receiving the completed application and completing the financial analysis. The response will include notification by PBO which either:
 - (1) Notifies the Applicant in writing that the Travis County Commissioners Court will not take up the application for consideration; or
 - (2) Notifies the Applicant in writing that consideration of the application will be set for consideration by the Travis County Commissioners Court.
- (e) **County Assessment of Application.** Upon receipt of a completed application and completion of the necessary financial analysis, PBO shall determine whether a project meets the minimum threshold for consideration by the Travis County Commissioners Court for a base Incentive and any additional Incentive under this Policy. If PBO determines that the threshold has been met, or that the proposal warrants consideration with the possibility of waivers, PBO shall offer the application for consideration by the Travis County Commissioners Court at a regularly scheduled voting session. County will make every effort to offer the application for consideration by the

Commissioners Court in a timely manner after receipt of the completed application and completion of the financial analysis.

- (f) Consideration. The Commissioners Court will consider the proposed application for any Incentive in a regularly scheduled voting session with opportunity for public comment.

28.007 Limitations

- (a) County Indebtedness. No Incentive shall be approved or allowed if the Applicant is indebted to the County or any other local taxing jurisdiction for past due ad valorem taxes or other obligations.
- (b) Incentive on New Value. Incentives may only be granted for the increase in taxable value of Eligible Property on or after the effective date of the Agreement granting the Incentive if the Eligible Property is listed by kind or type in the Agreement between the County and Applicant, subject to such limitations as the Commissioners Court and the Texas Tax Code (and other applicable statutes) may require.
- (c) Duration. An Incentive Agreement between Travis County and an Applicant (and, if applicable, the Applicant's lessor or lessee) shall remain in effect for up to but not more than ten (10) years.
- (d) Failure to Meet Requirements. No Incentive shall be given for any year in which the Eligible Project fails to meet the contractually-defined minimum new investment requirements and job requirements as set forth in the Agreement, and any other requirements as specified in the Agreement.
- (e) Prior Construction or Improvements. The County will not enter into an Incentive Agreement if it finds that an application was received after a project commenced construction or installation of improvements which are proposed to be considered for Incentive.
- (f) Non-Compete Agreements. An Incentive will not be granted for projects whose competitive siting consists only of consideration of taxing jurisdictions that have agreed with County to forego the use of tax incentives in competing with the County for such projects.

28.008 Agreement Terms

- (a) Negotiation. After the approval of the general concept of the initial proposal by the Commissioners Court, the County may negotiate and execute an Agreement with the owner of the facility (and/or lessee/lessor, where applicable) as required by this Policy and applicable law. Travis County will make all reasonable efforts to execute an Agreement in a timely manner upon the Court's approval to commence negotiations.
- (b) Terms. The terms of the Agreement will include:

- (1) Annual Certification. A requirement that the Applicant annually submit (or provide acceptable access for monitoring purposes) notarized written certification to PBO of compliance with the Agreement terms, including the following:
 - (A) A January Employee count for the Eligible Project which is the subject of the Agreement which corresponds to Employee counts reported in the facility Employer's Quarterly Report to TWC (or other acceptable company-generated and certified payroll report or other documentation of employment deemed adequate by County) for the quarter most recently ended at calendar year-end;
 - (B) A description of employment, including: the number of jobs created as a direct result of the improvements which are the subject of the Incentive Agreement; the number of Employees in other facilities located within Travis County; and the compliance with the environmental and worker safety requirements in the Agreement for the preceding calendar year, as of January 1, as required by the Agreement;
 - (C) A copy of the tax bill for the year for which Incentives are claimed and proof of payment; and
 - (D) Other reporting data and documentation necessary to confirm compliance with all terms and conditions of the Agreement and to evaluate long-term effects of the performance of the Agreement terms.

Submission of all required reporting information shall be used to determine Incentive eligibility and shall be subject to audit if requested by the Commissioners Court. Failure to submit will result in the ineligibility to receive an Incentive. Company is ultimately responsible for providing County with all necessary documentation of compliance, regardless of whether that documentation is created and maintained by the Company or by a contractor or other third party.

- (2) Monitoring. A provision requiring the Applicant to allow the County or other authorized representatives (including third-party consultant/auditor) to have access and the ability to review and evaluate all Applicant information and data related to the performance of the Agreement on-site or as provided to County to confirm compliance and to perform other evaluation of long-term results of the Agreement.
- (3) Permits. A requirement that the owner or lessee will:
 - (A) obtain and maintain all required permits and other authorization from the United States Environmental Protection Agency and the TCEQ for the construction and operation of its facility and for the storage, transport and disposal of solid waste; and

- (B) seek a permit from the TCEQ for all grandfathered units on the site of the facility by filing with the TCEQ, within three years of receiving the Incentive, a technically complete application for such a permit.
- (4) **Competitively Sited Documentation.** A requirement that the Applicant provide to PBO within one month of executing the Agreement documentation confirming the Eligible Project was in fact part of a competitively-sited process where applicable. Documentation may include, but will not be limited to:
 - (A) documentation (correspondence or financial information) presented to the Applicant by other taxing jurisdictions; and
 - (B) results of a competitive site survey conducted by Applicant (or consultant for the Applicant).

Failure to provide this documentation confirming a competitively-sited process will make any Incentive Agreement null and void or subject to a reduction in Incentive, as determined by the Commissioners Court.

- (5) **Recapture.** A requirement for recapture of the Incentive received by Applicant for the last five (5) years of the Agreement if the Applicant fails by the termination date to fulfill the requirement for the total Investment amount and the total number of new jobs to be created.
- (6) **Hiring.** A statement certifying that the Applicant does not and will not knowingly employ an undocumented worker; and, if after receiving Incentives under the Agreement, the company is convicted of a violation under 8 United States Code, section 1324a(f), the company will repay the amount of Incentive, with interest at the rate and according to the other terms of the Agreement not later than the 120th day after the date the company is notified by County of the violation.
- (7) **Commissioners Court Ownership Statement.** A statement whereby the Applicant warrants that none of the Property subject to the Agreement is owned or leased by any member of the Commissioners Court (or staff of such member).
- (8) **Other Terms.** Other terms and conditions as required by applicable law or determined by the Commissioners Court to be necessary.

28.009 Other Provisions

- (a) **Assignment.** An Incentive Agreement may be assigned to a new owner or lessee of a facility with the prior written consent of the Commissioners Court, which consent will not be unreasonably withheld. Any assignment shall provide that the assignee will irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the Agreement. Any assignment will be to an owner that continues the same improvements or repairs to the property (except to the extent such

improvements or repairs have been completed), and continues the same use of the facility as stated in the original Agreement with the initial Applicant. No assignment will be approved if the assignor or the assignee is indebted to the County for past due ad valorem taxes or other obligations.

(b) **Amendments and Waivers**

- (1) **Agreement Changes.** Amendment of any Agreement entered into under this Policy can only be made by written instrument signed by all parties, and only so long as the terms and conditions of the amendment reflect provisions which could have been included in the original Agreement under this Policy and which meet all applicable statutory requirements. Submissions for amendments to an Agreement will be made in writing to PBO.
- (2) **Waivers of Policy Requirements.** The Commissioners Court reserves the right to waive any provision of this Policy that is not required by law upon determination that the waiver requested does not violate the purpose of the Policy and is in the best interest of the County.

(c) **Application of Policy.** Application of this Policy will be implemented as of the effective date set forth in Section 28.010; however, the Commissioners Court may consider the terms of this Policy as guidelines in evaluating proposals for Incentives submitted prior to the adoption of this Policy as desired by the Commissioners Court.

28.010 Sunset Provision

The guidelines and criteria set forth in this Policy are effective November 27, 2012, and will remain in place unless earlier terminated by the Commissioners Court.

Please return to Travis County Planning & Budget Office, 700 Lavaca, Ste. 1560, Austin TX 78701



Travis County Economic Development Incentive Application

Travis County Planning & Budget

The Economic Development Incentive Application is intended for internal Travis County economic development analysis and efforts will be made to restrict circulation of the information included on the form to appropriate members of the Travis County Planning & Budget Office and County Attorney's Office. However, please note that the Texas Open Records Act provides that information collected, assembled, or maintained by the County under a law or ordinance or in connection with the transaction of official business is generally considered to be public information. However, the Texas Public Information Act does provide that information relating to economic development negotiations with a business prospect is withheld from disclosure unless and until an agreement is reached. If an agreement is ready for Commissioner Court consideration, this document will be posted as Commissioner Court agenda back up for public disclosure.

Contact Information

Legal Name of Company: _____

Company's Authorized Representative:

Name: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Mailing Address: _____

Business Description

Please list other business locations

Project Information

Project Description

Please describe the Project Location

Approximate Construction Start Date: _____

Approximate Completion Date: _____

Type of Facility:

_____ Convergence Technology

_____ Creative Media

_____ Green Industry

_____ Corporate/Professional Headquarters

_____ Healthcare and Life Sciences

_____ Regional Live Entertainment or Fine Arts

_____ Research and Development

_____ Create Substantial Employment Opportunities for Economically Disadvantaged

Job Creation Schedule

Year	Existing Jobs	New Jobs	Total Jobs
Total			

Will any existing jobs leave the area if project does not move forward? Yes ___ No ___

What is the expected average salary for new employees? _____

What is the expected median salary for new employees? _____

What is the minimum hourly salary for new employees? _____

Job Category	Jobs employed by Company	Contract Jobs	Average Annual Wage	Percentage Locally hired
Executive				
Manager/Supervisor				
Professional				
Administrative				
Entry Level				

Is the Company considering other locations? If yes, please list below and fill out attached affidavit:

Does the company make a contribution toward health care benefits for Employees?

___ Yes ___ No

Does the Company offer same sex partner/domestic partner benefits? Yes ___ No ___

Please describe your employee benefit package. Please include any training, education and employee advancement programs.

Other Benefits

Will Company seek LEED Certification for a new facility?

Yes

No

If yes, what level?

Basic

Silver

Gold

Platinum

Will the project be located in either in an area consistent with City of Austin Growth Concept Map, a County Regional Activity Center or Conservation Development?

Yes

No

Please describe (or attach) Company's Equal Employment Opportunity and/or Diversity Hiring policy

Please describe (or attach) any charitable, volunteer or community outreach programs in which the Company is involved, or plans to become involved, in Travis County.

Will the company, hire economically disadvantaged individuals, provide scholarships or donate to a Travis County Workforce Training Fund?

Yes

No

Please describe program for economically disadvantaged individuals

Please list any other comments related to this project that the Company wishes to communicate to the Commissioners Court for consideration of an incentive.

To the best of my knowledge, the information included in this Travis County Economic Development Incentive Application Form is true and correct, as evidenced by my signature below.

Signature: _____
(Company Representative)

Date: _____

STATE OF _____)

COUNTY OF _____)

**AFFIDAVIT AS TO
COMPETITIVELY-SITED PROJECT
TRAVIS COUNTY ECONOMIC DEVELOPMENT POLICY**

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Name of Company: _____

County of Company: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Company to make this Affidavit for Company.
2. Affiant is fully aware of the facts stated in this Affidavit.
3. Affiant can read the English language.
4. Affiant understands that, pursuant to the Travis County Economic Development Incentives Policy, Guidelines and Criteria ("Policy"), "Competitively-Sited Project" means a project where the Company making the request for economic incentives has completed a written evaluation for assistance by a governmental entity in another location in which expansion, relocation or new

operations (the project being proposed for Travis County Incentives) are actively being considered by the Company.

5. Affiant affirms that the project subject to the incentives agreement with Travis County is a Competitively-Sited Project as defined herein, and acknowledges that Company will, within one month of execution of the economic incentives agreement, provide Travis County with documentation confirming the project was in fact part of a competitively-sited process with such documentation as set forth in Section 28.008(b)(iv).

SUBSCRIBED AND SWORN TO before me by: _____ on ____, 20__.

Notary Public, State of Texas

Typed or printed name of notary

My commission expires: _____

ATTACHMENT B
DESCRIPTION OF PROPERTY AND PROJECT,
PROJECT LOCATION MAP AND EXHIBIT "C#"

LEGAL DESCRIPTION OF PROPERTY

See Next 10 Pages

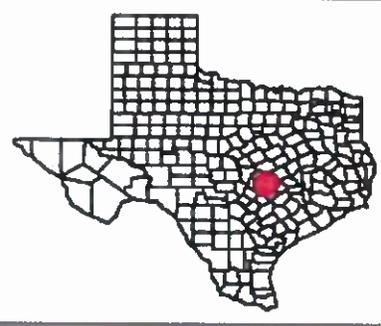
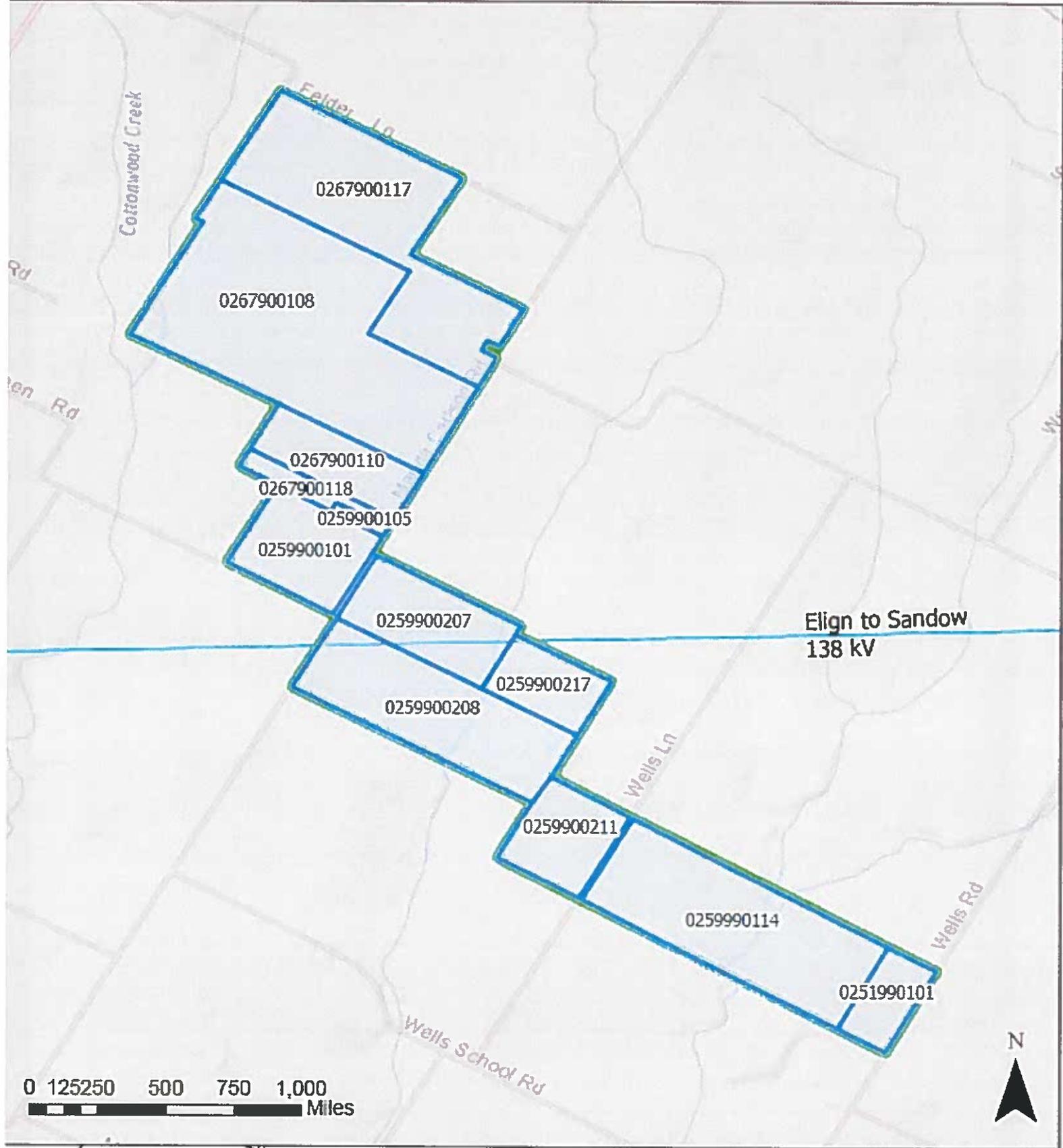
DESCRIPTION OF PROJECT

The Project is a solar farm development known as the Pflugerville Solar Farm, located on the Property described above and consisting of the installation and operation of approximately 525,000 solar panels. Upon completion, the Project is expected to generate at least 150,673MWh of renewable electricity.

PROPERTY IMPROVEMENTS:

Property improvements include:

- installation of the solar panels, including foundations for the panels
- installation of inverters
- construction of service roads
- construction of storm water drainage
- construction of a substation
- installation of underground cabling for connectivity to the LCRA substation
- construction of a maintenance warehouse
- construction of a site office/operations center, including the monitoring system and operations software
- construction of a security tower, security gates and lighting
- installation of fencing
- installation of berming
- construction of parking areas



RRE Austin Solar LLC Travis County, TX

-  Pflugerville Renewable Energy Reinvestment Zone
-  Qualified Investment and Property Area
-  Electric Transmission Lines
-  138 kV

LEGAL DESCRIPTION OF PROPERTY

YAJAT LLC-TRACT 1- 211.614 ACRES

BEING 211.614 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE I. LINDSEY SURVEY NO. 67, ABSTRACT NO. 476, THE WALTON HILL & WALTON SURVEY NO. 77, ABSTRACT NO. 2326 AND THE S. FOWLER SURVEY NO. 42, ABSTRACT NO. 302 AND BEING ALL OF THAT SAME 211.51 ACRE TRACT CONVEYED TO YAJAT, LLC BY DEED RECORDED IN DOCUMENT NO. 2007153496 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 211.614 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN MAY, 2017:

BEGINNING at 2 inch iron pipe found in the east line of that same 76.066 acre tract conveyed to Kenneth D. & Elizabeth Schmidt by deed recorded in Document No. 2006024224 of said Official Public Records for an angle point of Felder Lane and the north corner hereof;

THENCE South 62°25'41" East a distance of 3280.93 feet along a southerly line of said Felder Lane to a 2 inch pinched iron pipe found for the north corner of that same 30.001 acre tract conveyed to Homer L. Johnson by deed Recorded in Volume 6669, Page 1645 of the Deed Records of Travis County, Texas and the northern most east corner hereof;

THENCE South 28°39'49" West a distance of 1607.53 feet along the northwesterly line of said 30.001 acre tract and the northwesterly line of that same 25.005 acre tract conveyed to Richard Weaver by deed recorded in Volume 5225, Page 54 of said Deed Records to a 1 inch iron pipe found for the west corner of said 25.005 acre tract and an interior corner hereof;

THENCE South 62°27'25" East a distance of 2030.56 feet along the southwesterly line of said 25.005 acre tract to a 1/2 inch capped iron rod set in the northwest line of Manda-Carlson Road for the southern most east corner hereof and from which a 1 inch iron pipe found for the east corner of said 25.005 acre tract found bears North 27°43'40" East a distance of 536.32 feet;

THENCE South 27°43'40" West a distance of 777.33 feet along said northwest line of said Manda-Carlson Road to a 1 inch iron pipe found for the east corner of that same 1 acre tract conveyed to Debra Sue Srmensky by deed recorded in Document No. 201184869 of said Official Public Records and a corner hereof;

THENCE along the northeasterly, northwesterly and southwesterly lines of said 1 acre tract the following 3 courses:

1. North 62°21'40" West a distance of 215.12 feet to a 1/2 inch iron rod with cap marked "Forest 1847" found for the north corner of said 1 acre tract and a corner hereof;
2. South 27°39'32" West a distance of 194.84 feet to a 1/2 inch iron rod with cap marked "Forest 1847" found for the west corner of said 1 acre tract and a corner hereof;
3. South 62°16'11" East a distance of 253.22 feet to a 1 inch iron pipe found in said northwest line of said Manda-Carlson Road for the south corner of said 1 acre tract and a corner hereof;

THENCE along said northwest line of said Manda-Carlson Road the following 2 courses:

1. South 04°23'29" West a distance of 70.82 feet to a 1/2 inch iron rod with orange washer marked "Lenz & Assoc." found for a corner hereof;
2. South 26°49'39" West a distance of 544.40 feet to a 1/2 inch iron rod found for the southerly east corner of that same 319.089 acre tract conveyed to Sarvi, LLC by deed recorded in Document No. 2007024765 of said Official Public Records and also conveyed 1/2 interest to Yajat, LLC by deed recorded in Document No. 2009077786 of said Official Public Records and the south corner hereof;

THENCE along the northerly lines and an easterly line of said 319.089 acre tract the following 3 courses:

1. North 62°26'47" West a distance of 1993.77 feet to a 1 inch hex bolt found for the most southerly west corner hereof and from which a 1 inch iron pipe found bears North 60°42'32" East a distance of 29.06 feet;
2. North 28°44'59" East a distance of 1311.97 feet to a 1 inch iron rod found for the most northerly east corner of said 319.089 acre tract and a corner hereof and from which a 1 inch iron pipe found bears South 80°16'47" West a distance of 5.94 feet and a 1/2 inch iron rod with orange washer found bears North 66°28'53" West a distance of 4.64 feet;
3. North 62°35'06" West a distance of 3412.25 feet to a 1/2 inch iron rod found in said east line of said 76.066 acre tract for the most northerly west corner hereof;

THENCE North 28°24'31" East a distance of 1886.77 feet along the southeasterly line of said 76.066 acre tract to the POINT OF BEGINNING and containing 211.614 acres of land, more or less.

SARVI, LLC & YAJAT, LLC-TRACT 2- 319.327 ACRES

LEGAL DESCRIPTION: BEING 319.327 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE I. LINDSEY SURVEY NO. 67, ABSTRACT NO. 476, THE WALTON HILL & WALTON SURVEY NO. 77, ABSTRACT NO. 2326 AND THE S. FOWLER SURVEY NO. 42, ABSTRACT NO. 302 AND BEING ALL OF THAT SAME 319.089 ACRE TRACT CONVEYED TO YAJAT, LLC BY DEED RECORDED IN DOCUMENT NO. 2009077786 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND ALL OF THAT SAME 319.089 ACRE TRACT CONVEYED TO SARVI, LLC BY DEED RECORDED IN DOCUMENT NO. 2007024765 OF SAID OFFICIAL PUBLIC RECORDS; SAID 319.327 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN MAY, 2017:

BEGINNING at 1/2 inch iron rod found in the northwest line of Manda-Carlson Road for the east corner of that same 56.154 acre tract conveyed to Sarvi Yajat Partnership by deed recorded in Document No. 2010155037 and the south corner hereof;

THENCE North 62°54'16" West a distance of 2615.97 feet along the northerly line of said 56.154 acre tract to a 2 inch iron pipe found for the north corner of said 56.154 acre tract, the east corner of that same 80.16 acre tract conveyed to W.C. & Dorothy Anne Roundtree by deed recorded in Volume 12121, Page 172 of the Real Property Records of Travis County, Texas and a corner hereof;

THENCE North 63°08'34" West along the northerly line of said 80.16 acre tract at a distance of 2652.98 feet pass 1/2 inch iron rod with cap marked "RPLS 4249" found continuing in all a total distance of 2660.30 feet to a bent 2 inch galvanized iron pipe in concrete found in the east line of that same 12.0 acre tract conveyed to John R. Rowland by deed recorded in Volume 12741, Page 947 of said Real Property Records for the north corner of said 80.16 acre tract and the southerly west corner hereof;

THENCE North 27°50'54" East a distance of 2339.75 feet along the easterly lines of said 12 acre tract, that same 12 acre tract conveyed to Benigno T. & Irma Valdez by deed recorded in Document No. 2002088232 and that same 51.00 acre tract conveyed to Bryan Rust by deed recorded in Document No. 20031255495 of said Official Public Records to a 1/2 inch iron rod found for the east corner of said 51.00 acre tract and a corner hereof;

THENCE North 62°53'48" West a distance of 136.53 feet along the northerly line of said 51.00 acre tract to a 2 inch iron pipe found for the south corner of that same 76.06 acre tract to Kenneth D. & Elizabeth Schmidt by deed recorded in Document No. 2006024224 of said Official Public Records and the most northerly west corner hereof;

THENCE North 28°24'24" East a distance of 802.56 feet along the easterly line of said 76.066 acre tract to a 1/2 inch iron rod found for the west corner of that same 211.51 acre tract conveyed to Yajat, LLC by deed recorded in Document No. 2007153496 of said Official Public Records and the north corner hereof;

THENCE along the southerly lines and a westerly line of said 211.51 acre tract the following 3 courses:

1. South 62°35'06" East a distance of 3412.25 feet to a 1 inch iron rod found for the most northerly east corner hereof and from which a 1 inch iron pipe found bears South 80°16'47" West a distance of 5.94 feet and a 1/2 inch iron rod with orange washer found bears North 66°28'53" West a distance of 4.64 feet;

2. South 28°44'59" West a distance of 1311.97 feet to a 1 inch hex bolt found for a corner hereof and from which a 1 inch iron pipe found bears North 60°42'32" East a distance of 29.06 feet;

3. South 62°26'47" East a distance of 1993.77 feet to a 1/2 inch iron rod found in said northwest line of said Manda-Carlson Road for the south corner of said 211.51 acre tract and the most southerly east corner hereof;

THENCE South 27°14'08" West a distance of 1784.48 feet along said northwest line of said Manda-Carlson Road to the POINT OF BEGINNING and containing 319.327 acres of land, more or less.

SARVI YAJAT PARTNERSHIP-TRACT 3- 56.133 ACRES

BEING 56.154 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE S. FOWLER SURVEY NO. 42, ABSTRACT NO. 302 AND BEING ALL OF THAT SAME 56.154 ACRE TRACT CONVEYED TO SARVI YAJAT PARTNERSHIP BY DEED RECORDED IN DOCUMENT NO. 2010155037 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 56.133 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN MAY, 2017:

BEGINNING at 1/2 inch iron rod found in the northwest line of Manda-Carlson Road for the south corner of that same 319.089 acre tract conveyed to Yajat, LLC by deed recorded in Document No. 2009077786 of said Official Public Records and all of that same 319.089 acre tract conveyed to Sarvi, LLC by deed recorded in Document No. 2007024765 of said Official Public Records and the east corner hereof;

THENCE South 27°17'21" West a distance of 937.12 feet along said northwest line of said Manda-Carlson Road to a 5/8 inch iron rod with cap marked "RPLS 1753" found for the east corner of that same 17.667 acre tract conveyed to Lester Anderson by deed recorded in Document No. 2010065612 of said Official Public Records and the south corner hereof;

THENCE North 62°48'34" West a distance of 2614.56 feet along the northeast line of said 17.667 acre tract to a 1/2 inch iron rod set in the easterly line of that same 80.16 acre tract conveyed to W.C. & Dorothy Anne Roundtree by deed recorded in Volume 12121, Page 172 of the Real Property Records of Travis County, Texas for the north corner of said 17.667 acre tract and the west corner hereof and from which a 5/8 inch iron rod with broken cap found bears South 70°00'37" East a distance of 16.88 feet;

THENCE North 27°12'13" East a distance of 932.78 feet along said easterly line of said 80.16 acre tract to a 2 inch iron pipe found in the southerly line of said 319.089 acre tract for the east corner of said corner of said 80.16 acre tract and the north corner hereof;

THENCE South 62°54'16" East a distance of 2615.97 feet along said southerly line of said 319.089 acre tract to the POINT OF BEGINNING and containing 56.133 acres of land, more or less.

SARVI YAJAT PARTNERSHIP-TRACTS 4 & 5- 76.420 ACRES

BEING 76.420 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE S. FOWLER SURVEY NO. 42, ABSTRACT NO. 302 AND BEING ALL OF THAT SAME 71.247 ACRE TRACT, ALL OF THAT 20 FOOT STRIP CONVEYED TO SARVI YAJAT PARTNERSHIP BY DEED RECORDED IN DOCUMENT NO. 2010154796 2010155037 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND ALL OF THAT SAME 3.942 ACRE TRACT CONVEYED TO SARVI YAJAT PARTNERSHIP BY DEED RECORDED IN DOCUMENT NO. 2010155037 OF SAID OFFICIAL PUBLIC RECORDS; SAID 76.420 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN MAY, 2017:

BEGINNING at a 1/2 inch iron rod found in the northwest line of Manda-Carlson Road for the south corner of that same 17.667 acre tract conveyed to Lester Anderson by deed recorded in Document No. 2010065612 of said Official Public Records and the east corner hereof;

THENCE along said northwest line of Manda-Carlson Road the following 2 courses:

1. South 27°15'14" West a distance of 178.26 feet along the southeasterly line of said 3.942 acre tract to a 5/8 inch iron rod with cap marked "RPLS 1753" found for the south corner of said 3.942 acre tract and the east corner of said 20 foot strip and an angle point hereof;
2. South 27°10'13" West a distance of 1635.38 feet along the southeasterly line of said 20 foot strip and said 71.247 acre tract to a 1/2 inch iron rod set in intersection of the northeasterly line of Sandeen Road and said northwesterly line of said Manda-Carlson Road for the south corner of said 71.247 acre tract and the south corner hereof;

THENCE North 62°50'45" West a distance of 1926.47 feet along said northeasterly line of said Sandeen Road to a cut off t-post found for the south corner of that same 2.0 acre tract conveyed to Long Beach Mortgage Company, a Corporation by deed recorded in Document No. 2000102793 of said Official Public Records, the west corner of said 71.247 acre tract and the southerly west corner hereof and from which a 3/4 inch iron pipe in concrete found bears North 20°29'34" East a distance of 3.91 feet;

THENCE North 27°30'48" East a distance of 1616.35 feet along the southeasterly line of said 2.0 acre tract, the southeasterly line of that same 23.00 acre tract conveyed to Dorothy Anne Rountree Exempt Trust by deed recorded in Document No. 2007021528 of said Official Public Records and the northwesterly line of said 71.247 acre tract to a 1 inch galvanized iron pipe in concrete found in the southerly line of said 20 foot strip for the east corner of said 23.00 acre tract and the north corner of said 71.247 acre tract and a corner hereof;

THENCE North 62°48'13" West along the northeasterly line of said 23.00 acre tract and the southerly line of said 20 foot strip at a distance of 662.8 feet pass a 3/4 inch galvanized iron pipe in concrete found for the north corner of said 23.00 acre tract and the east corner of that same 100 acre tract conveyed to Dorothy Anne Rountree Exempt Trust by deed recorded in Document No. 2007021527 of said Official Public Records continuing in all a total distance of 697.54 feet to a 1/2 inch iron rod set for the west corner of said 20 foot strip, the south corner of that same 80.16 acre tract conveyed to W.C. & Dorothy Anne Rountree by deed recorded in Volume 12121, Page 172 of the Real Property Records of Travis County, Texas and the most northerly west corner hereof;

THENCE North 27°12'12" East a distance of 19.98 feet along the southeasterly line of said 80.16 acre tract and the westerly line of said 20 foot strip to a 5/8 inch iron rod found for the west corner of that same 17.667 acre tract conveyed to Lester Anderson by deed recorded in Document No. 2010065612 of said Official Public Records and the most westerly north corner hereof;

THENCE South 62°48'52" East a distance of 1673.33 feet along a southerly line of said 17.667 acre tract and the northerly line of said 20 foot strip to a leaning 5/8 inch iron rod with unreadable cap found for the most westerly south corner of said 17.667 acre tract, the west corner of said 3.942 acre tract and a corner hereof;

THENCE along the common lines of said 17.667 acre tract and said 3.942 acre tract the following 4 courses:

1. North 25°11'32" East a distance of 174.68 feet to a 5/8 inch iron rod with unreadable cap found for the most easterly north corner hereof;
2. South 64°37'24" East a distance of 339.04 feet to a 5/8 inch iron rod with unreadable cap found for a corner hereof;
3. South 63°06'11" East a distance of 73.53 feet to a 5/8 inch iron rod with unreadable cap found for a corner hereof;
4. South 62°01'25" East a distance of 534.93 feet to the POINT OF BEGINNING and containing 76.420 acres of land, more or less.

SARVI YAJAT PARTNERSHIP-TRACT 6- 78.114 ACRES

LEGAL DESCRIPTION: BEING 78.114 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE R. FLETCHER SURVEY NO. 69, ABSTRACT NO. 287 AND BEING ALL OF THAT SAME 78.130 ACRE TRACT CONVEYED TO SARVI YAJAT PARTNERSHIP BY DEED RECORDED IN DOCUMENT NO. 2010154832 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 78.114 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN MAY, 2017:

BEGINNING at 5/8 inch iron rod with aluminum cap marked "PROP CORNER" found in the southeast line of Manda-Carlson Road for the west corner of that same 23.704 acre tract conveyed to Carl G. & Mary B. Strubbe by deed recorded in Volume 12811, Page 901 of the Real Property Records of Travis County, Texas and the north corner hereof;

THENCE South 62°15'32" East a distance of 2612.88 feet along the southerly line of said 23.704 acre tract to a 1 inch iron pipe with aluminum cap found in the westerly line of that same 44.57 acre tract conveyed to Carl Carlson by deed recorded in Document No. 2002053540 of said Official Public Records for the east corner hereof and from which a 1 inch iron pipe found bears South 11°35'56" West a distance of 2.85 feet;

THENCE South 27°04'57" West a distance of 1296.61 feet along said westerly line of said 44.57 acre tract and the westerly line of that same 44.19 acre tract conveyed to Lester C. Nelson, as trustee of the Lester C. Nelson Revocable Living Trust by deed recorded in Volume 11917, Page 241 of the said Real Property Records to a 5/8 inch iron rod found in the north line of that same 142 acre tract conveyed to Lester C. Nelson, as trustee of the Lester C. Nelson Revocable Living Trust by deed recorded in Volume 11917, Page 243 of said Real Property Records for the west corner of said 44.19 acre tract and the south corner hereof;

THENCE North-62°30'09" West a distance of 2613.44 feet along the north line of said 142 acre tract to 5/8 inch iron rod with aluminum cap marked "PROP CORNER" found in said southeast line of said Manda-Carlson Road for the north corner of said 142 acre tract and the west corner hereof;

THENCE North 27°06'42" East a distance of 1307.72 feet along said southeast line of said Manda-Carlson Road to the POINT OF BEGINNING and containing 78.114 acres of land, more or less.

LESTER C NELSON-TRACT 7 & 8- 186.629 ACRES

LEGAL DESCRIPTION: BEING 186.629 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE R. FLETCHER SURVEY NO. 69, ABSTRACT NO. 287 AND BEING ALL OF THAT SAME 44.19 ACRE TRACT AND ALL OF THAT 142 ACRE TRACT CONVEYED TO LESTER C. NELSON, AS TRUSTEE OF THE LESTER C. NELSON REVOCABLE LIVING TRUST BY DEED

RECORDED IN VOLUME 11917, PAGE 241 AND 243 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 186.629 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN MAY, 2017:

BEGINNING at 5/8 inch iron rod with aluminum cap marked "PROP CORNER" found in the southeast line of Manda-Carlson Road for the west corner of that same 78.130 acre tract conveyed to Sarvi Yajat Partnership by deed recorded in Document No. 2010154832 of the Official Public Records of Travis County, Texas and the western most north corner hereof;

THENCE South 62°30'09" East a distance of 2613.44 feet along the southerly line of said 78.130 acre tract to a 5/8 inch iron rod found for the south corner of said 78.130 acre tract, the west corner of said 44.19 acre tract and a corner hereof;

THENCE North 27°04'57" East a distance of 1114.43 feet along the easterly line of said 78.130 acre tract to a point for the west corner of that same 44.57 acre tract conveyed to Carl Carlson by deed recorded in Document No. 2002053540 and the most easterly north corner hereof and from which a 1 inch iron pipe with aluminum cap found for the east corner of said 78.130 acre tract bears North 27°04'57" East a distance of 182.18 feet and from said 1 inch iron pipe another 1 inch iron pipe found bears South 11°35'56" West a distance of 2.85 feet;

THENCE South 62°28'04" East a distance of 1728.49 feet along the southerly line of said 44.57 acre tract to a 1 inch iron pipe found in the westerly line of that same 234.1 acre tract conveyed to Robert Caldwell Bedichek, et al by deed recorded in Document No. 2011137327 of said Official Public Records for the south corner of said 44.57 acre tract and the east corner hereof;

THENCE South 27°25'03" West a distance of 2541.54 feet along the westerly lines of said 234.1 acre tract, that same 253.60 acre tract conveyed to Tom Wells et al by deed recorded in Volume 12196, Page 530 of said Real Property Records and that same 288.6 acre tract conveyed to Brian L. Winter by deed recorded in Volume 12787, Page 2457 of said Real Property Records to a 5/8 inch iron rod with cap found for the east corner of that same 129.922 acre tract conveyed to Andres & Christina Reyes by deed in Document No. 2006033979 of said Official Public Records and the south corner hereof;

THENCE along the north lines of said 129.922 acre tract the following 2 courses:

1. North 62°41'46" West a distance of 2867.96 feet to a 1 inch iron pipe found for a corner hereof;
2. North 62°08'23" West a distance of 1460.19 feet to a 1 inch galvanized iron pipe found in said southeast line of said Manda-Carlson Road for the north corner of said 129.922 acre tract and the west corner hereof;

THENCE North 27°07'29" East a distance of 1428.66 feet along said southeast line of said Manda-Carlson Road to the POINT OF BEGINNING and containing 186.629 acres of land, more or less.

SAVE AND EXCEPT THE FOLLOWING: the area described in Exhibit "C3" for which a proper metes and bounds description is to provided to County and the Travis County Appraisal District before any rebates are payable.

EAST BLACKLAND SOLAR PROJECT 1, LLC - TRACT 19-17.666 ACRES

LEGAL DESCRIPTION: BEING 17.666 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE S. FOWLER SURVEY NO. 42, ABSTRACT NO. 302 AND BEING ALL OF THAT SAME 17.667 ACRE TRACT CONVEYED TO LESTER ANDERSON BY DEED RECORDED IN DOCUMENT NO. 2010065612 OF OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS; SAID 17.666 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN MAY, 2017:

BEGINNING at a 5/8 inch iron rod with cap marked "RPLS 1753" found in the northwesterly line of Manda-Carlson Road for the south corner of that same 56.154 acre tract conveyed to Sarvi Yajat Partnership by deed recorded in Document No. 2010155037 of said Official Public Records and the east corner hereof;

THENCE South 27°14'00" West a distance of 181.52 feet along said northwesterly line of said Manda-Carlson Road to a 1/2 inch iron rod with unreadable cap found for the east corner of that same 3.942 acre tract conveyed to Sarvi Yajat Partnership by deed recorded in Document No. 2010155037 of said Official Public Records and the eastern most south corner hereof;

THENCE along the northerly and westerly lines of said 3.942 acre tract the following 4 courses:

1. North 62°01'25" West a distance of 534.93 feet to a 5/8 inch iron rod with unreadable cap found for a corner hereof;
2. North 63°06'11" West a distance of 73.53 feet to a 5/8 inch iron rod with unreadable cap found for a corner hereof;
3. North 64°37'24" West a distance of 339.04 feet to a 5/8 inch iron rod with unreadable cap found for a corner hereof;
4. South 25°11'32" West a distance of 174.68 feet to a 5/8 inch iron rod with unreadable cap found in the northerly line of that same 20 foot strip conveyed to Sarvi Yajat Partnership by deed recorded in Document No. 2010154796 of said Official Public Records for the most westerly south corner hereof;

THENCE North 62°48'52" West a distance of 1673.33 feet along said northerly line of said 20 foot strip to a 5/8 inch iron rod found in the easterly line of that same 80.16 acre tract conveyed to W.C. & Dorothy Anne Roundtree by deed recorded in Volume 12121, Page 172 of the Real Property Records of Travis County, Texas for the north corner of said 20 foot strip and the west corner hereof;

THENCE North 27°12'12" East a distance of 360.00 feet along said easterly line of said 80.16 acre tract to a 1/2 inch iron rod set for the west corner of said 56.154 acre tract and the north corner hereof and from which a 5/8 inch iron rod with broken cap found bears South 70°00'37" East a distance of 16.88 feet;

THENCE South 62°48'34" East a distance of 2614.56 feet along the southerly line of said 56.154 acre tract to the POINT OF BEGINNING and containing 17.666 acres of land, more or less.

BRUCE L WINTER & JANE ANN OWENS- 277.327 ACRES

LEGAL DESCRIPTION: BEING 277.327 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE JOHN HECKMAN SURVEY, ABSTRACT NO. 2140, THE JOHN HARPER SURVEY, ABSTRACT NO. 398, THE B.F. CHILDRESS SURVEY, ABSTRACT NO. 182, THE J. HARRELL SURVEY, ABSTRACT NO. 349 AND THE JAMES P. KEMP SURVEY ABSTRACT NO. 464 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT SAME 288.6 ACRE TRACT CONVEYED TO JANE ANN OWENS BY DEED RECORDED IN DOCUMENT NO. 2015029857 OF THE REAL PROPERTY RECORDS OF

TRAVIS COUNTY, TEXAS AND A PORTION OF THAT SAME 288.6 ACRE TRACT CONVEYED TO WILLIAM C. WINTER, JR., TRUSTEE FOR THE BENEFIT OF BRIAN L. WINTER AND WILLIAM C. WINTER, JR., TRUSTEE FOR THE BENEFIT OF BRUCE L. WINTER BY DEED RECORDED IN VOLUME 6579, PAGE 1340 OF SAID REAL PROPERTY RECORDS; SAID 277.327 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN DECEMBER, 2017:

BEGINNING at a 1/2 inch iron rod set in the east line of that same 129.922 acre tract conveyed to Andres and Christina Reyes by deed recorded in Document No. 2006033979 of the Official Public Records of Travis County, Texas for the northwest corner of that same 277.2 acre tract described in Volume 694, Page 552 of said Real Property Records and the southwest corner hereof and from which a 2 inch iron pipe found for the southeast corner of said 129.922 acre tract bears South 27°17'46" West a distance of 762.87 feet;

THENCE North 27°17'46" East a distance of 1162.93 feet along the common line of said 129.922 acre tract and said 288.6 acre tract to a 5/8 inch capped iron rod found for the southeast corner of that same 142 acre tract conveyed to Lester C. Nelson by deed recorded in Volume 11917, Page 243 of said Real Property Records, the northeast corner of said 129.922 acre tract and a corner hereof;

THENCE North 27°25'03" East a distance of 550.97 feet along the common line of said 142 acre tract and said 288.6 acre tract to a 1/2 inch iron rod set for the southwest corner of that same 253.6 acre tract described in Volume 9311, Page 232 of said Real Property Records and the northeast corner hereof;

THENCE South 62°01'03" East at a distance of 3.15 feet pass a 3 inch pipe post found, at a distance of 1452.74 feet pass a 2 inch pipe found continuing in all a total distance of 1508.44 feet along the south line of said 253.6 acre tract to a 2 inch pinched iron pipe found for an interior corner of said 253.6 acre tract and a corner hereof and from which a 3/8 inch iron rod found bears 3/8 inch iron rod found for an interior corner of said 253.6 acre tract and said 288.6 acre tract bears North 28°03'15" East a distance of 399.95 feet;

THENCE South 62°00'01" East a distance of 1438.86 feet crossing said 288.6 acre tract to a 5/8 inch iron rod found for an interior corner of said 253.6 acre tract and a corner hereof and from which a 1/2 inch iron rod found for an interior corner of said 253.6 acre tract and said 288.6 acre tract bears North 28°16'45" East a distance of 402.34 feet;

THENCE South 61°58'17" East a distance of 4098.23 feet along the south line of said 253.6 acre tract to a 1/2 inch iron rod set in the west line of the H. Martin Survey No. 65, Abstract No. 518 for the southeast corner of said 253.6 acre tract and the northeast corner hereof and from which a 3/4 inch iron rod found for the northeast corner of said 253.6 acre tract bears North 26°54'53" East a distance of 1714.40 feet;

THENCE South 26°54'53" West a distance of 1711.29 feet along said west line to an 8 inch pine fence corner post found for the northeast corner of said 277.2 acre tract and the southeast corner hereof;

THENCE North 62°00'36" West a distance of 7058.07 feet along the north line of said 277.2 acre tract to the **POINT OF BEGINNING** and containing 277.327 acres of land, more or less.

Exhibit "C3"

Pflugerville Solar – LCRA Kimbro Utility Substation location - 6 Acres of land

Address: 17110 Manda Carlson Rd, Manor TX 78653

Coordinates: 30°24'48.32"N, 97°27'35.56"W, (30.4134222222, -97.4598777778)

Exhibit "C3"

Substation Location – TSP Interconnection Facilities



ATTACHMENT D- ANNUAL REPORTING FORM
TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM

REPORTING YEAR: _____

(REPORTING YEAR _____ OUT OF 13)

Company shall complete the following pursuant to the applicable terms of the Agreement, including but not limited to the schedule set forth in Section 4.2.1 and the requirements set forth in Section 5.1.1. If not specified, documentation will be as determined by County.

1. PROPERTY (5.1.1(a))

- A. REQUIREMENT: Property must be owned or leased by Company
- B. Type of interest (ownership or lease) and Date(s) of ownership or lease by tract: _____
- C. ATTACH: Documentation of ownership or lease (first year only)
- D. CERTIFY: Ongoing ownership or lease of the Property by Company.
- E. CERTIFY: Payment of ad valorem taxes by tract (attach copy of cancelled check indicating payment of those taxes each year)
- F. CERTIFY: Continued usage of Property pursuant to the Agreement as described in 5.1.1(k)

2. JOBS (5.1.1(b))

- A. CERTIFY: All reported jobs meet the definitions and requirements set forth in Subsections 5.1.1(b)(i) and 5.1.1(b)(ii).
- B. Number of FTE Jobs:
 - (i) Facility _____
REQUIREMENT: Must be 4 FTEs by commencement of construction and maintained through period of construction
REQUIREMENT: Must be 1 FTE from date of beginning of commercial operations until termination of this Agreement
 - (ii) Construction Workers
Commencement Date: _____
Number of Weeks between Commencement Date and January 1, 2020: _____
Number of Weeks between January 1, 2019 and December 31, 2019: _____
Number of Weeks between January 1, 2020 and December 31, 2020 or
Number of Weeks between December 31, 2019 and Completion Date: _____
Total Number of Weeks to end of this Reporting Period: _____
Required Position Hours at end of this Reporting Period: _____
(4,000 times total number of weeks)
Position Hours Actually Worked between
Commencement Date and December 31, 2019: _____
Position Hours Actually Worked between
January 1, 2020 and December 31, 2020 or
January 1, 2020 and Completion Date: _____
Total Position Hours Actually Worked to end of this Reporting Period: _____
Actual Hours Worked divided by the
Number of Position Hours Required by End of Reporting Period _____
Completion Date: _____
REQUIREMENT: For the year preceding commencement of the Payment Term, above information is requested in order to complete calculations required under section 5.1.1.b.(iii).
REQUIREMENT: For year 1 of Payment Term, above information is requested and must show average of 4,000 position hours per week during the construction period between commencement of construction and Completion Date
- C. SCHEDULE: Compliance visit to review documentation that supports above numbers.

3. INVESTMENT () (5.1.1(c))

- A. Investment Amount
 - (i) Current Payment Year \$ _____
 - (ii) Total for Agreement Term \$ _____
- B. ATTACH: Rendition submitted to TCAD

- 4. CONSTRUCTION (Information only) (5.1.1(d)(i))
 - A. ATTACH: Report on construction schedule (through 12/31/20)
 - B. Report - Completion date (no later than 12/31/20) _____

- 5. PRODUCTION (5.1.1(d)(ii))
 - A. REQUIREMENT: Must produce at least 150,673MWh of power generation per year
 Current Reporting Year Production Amount: _____ MWh of power generation
 Total Agreement Term Production Amount: _____ MWh of power generation
 - B. ATTACH – Invoices: invoices showing amount of production and receipts from the companies and governmental entities to which power is being sold.

- 6. ADDITIONAL REQUIREMENTS:
 - A. ATTACH: Documentation of local labor and materials efforts (5.1.1(e))
 - B. ATTACH: Beginning 12/31/19, attach list of service providers and customers (5.1.1(f))
 - C. ATTACH: Details of internship program including agreement with ACC and at least full names and addresses of interns, work schedules, payroll documentation of time, dates and hours worked, and training accomplishments (5.1.1(g))
 - D. ATTACH: Description of compliance with 5.1.1(h) (A) through (C), "Community Development," and Citizens Committee efforts and include copies of quarterly and annual reports, as applicable, updating community
 - E. ATTACH: Description of details of work with TNR, TPWD and the NPAT on reseeding projects, including copies of agreements and invoices for seed and plant stocks, etc. (5.1.1(i))
 - F. ATTACH: Description of goals for HUB contracting and subcontracting efforts and outcomes for performance year (5.1.1(j))
 - G. ATTACH: Certification that the minimum impervious cover is being used for parking areas, no later than Completion Date (5.1.1(l))

- 7. AGREEMENT BENEFITS
 - A. Travis County Ad Valorem Taxes Assessed for this Reporting Year for Eligible Improvements \$ _____
 - B. Effective Year Travis County Ad Valorem Taxes Paid/Assessed: -- \$ _____
 - C. Incremental Tax Value (Difference between "A" and "B") \$ _____
 - D. Agreement Benefits Claimed by Company \$ _____
 (Attach worksheet showing determination pursuant to Agreement terms)

 CERTIFICATION OF COMPLIANCE:

I, _____, Company's authorized representative, hereby certify that the above information is correct and accurate pursuant to the terms of this agreement and that all applicable requirements and obligations of the Agreement have been satisfied by Company as set forth herein:

Signature: _____

(Authorized Company Representative) Printed Name: _____

Title: _____ Date: _____

East Blackland Solar Project 1 LLC – Landscape & Screening

Visual Mitigation Measures

Recurrent Energy, owner of East Blackland Solar Project 1 LLC, is proposing the following mitigation measures to address specific neighbor concerns associated with the visual impact of the future solar farm.

- Recurrent Energy suggests to install a visual buffer through landscaping and planting trees, and installing privacy fencing for an approximately 400 linear foot stretch along the project boundary.
- Applicable location as per below picture.



Fencing:

1. Install 6' chain link fence system for the entire screening length.
2. Chain Link Mesh:
 - a. Commercial grade 2" Mesh x 8 Gauge x 72" High Black Chain Link in a 50' Roll Twist Top and Knuckle Bottom. Fabric has a galvanized .120 core wire with coated with black PVC to prevent rust and corrosion. Meets ASYM Specifications
3. Privacy Slats:
 - a. Top-Locking Slats are flat and tubular in shape, with circular, notched-out holes located near the top of the slat. Standard 6' tall.
4. Fence post, top post and footings shall be galvanized steel per manufacturer recommended gauge for site conditions and wind loading.

Landscape:

1. Install and maintain a complete landscape during construction:
 - a. Trees
 - b. Tree Staking
 - c. Grass Seed
 - d. Soil Mix & Amendments
 - e. Fertilizers
2. Provide soil seed stabilization as necessary.
3. All areas disturbed during construction and not designated for other plantings shall be seeded.
4. Supply and install the following:
 - a. (25) *Lagerstroemia indica*, Texas Crape Myrtle 2" Caliper, Balled & Burlapped, plant 15-20' O.C.
5. Seed all disturbed areas per the following the Permanent rural seed mix per Texas DOT recommendation:

District and Planting Dates	Clay Soils		Sandy Soils	
	Species	Rates (lb. PLS/acre)	Species	Rates (lb. PLS/acre)
14 (Austin) Feb. 1 - May 15	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
	Sideoats Grama (South Texas)	1.0	Hooded Windmillgrass (Manah)	0.2
	Texas Grama (Mascosa)	1.0	Shortspike Windmillgrass (Welder)	0.2
	Hairy Grama (Chaparral)	0.4	Hairy Grama (Chaparral)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Slender Grama (Dilley)	1.0
	Little Bluestem (OK Select)	0.8	Sand Lovegrass (Mason)	0.2
	Purple Prairie Clover (Cuero)	0.6	Sand Dropseed (Borden County)	0.2
	Engelmann Daisy (Eldorado)	0.75	Partridge Pea (Comanche)	0.6
	Kincis Bumbleflower (Sabine)	1.3	Little Bluestem (OK Select)	0.8
	Awnless Bushsunflower (Plateau)	0.2	Engelmann Daisy (Eldorado)	0.75
			Purple Prairie Clover	0.3

6. All materials and workmanship to be guaranteed for one full year from substantial completion
7. Provide all required maintenance during the warranty period including but not limited to watering, fertilization, pruning, weeding, and pest control.



ATTACHMENT F
INTERCONNECTION AGREEMENT
WITH THE LOWER COLORADO RIVER AUTHORITY (LCRA)

ATTACHMENT F
INTERCONNECTION AGREEMENT
with the LOWER COLORADO
RIVER AUTHORITY (LCRA)



June 13, 2017

Daven Mehta
Chief Executive Officer
RRE Austin Solar, LLC
1941 Oak Tree Road, Suite 102
Edison, New Jersey 08820

Dear Daven,

Enclosed is your copy of the fully executed ERCOT standard generation interconnection between RRE Austin Solar, LLC and LCRA Transmission Services Corporation. Thank you team's help in getting this agreement executed in an expeditious manner. We look forward assisting your organization in bringing this new generation resource online.

Regards,

A handwritten signature in blue ink, appearing to read 'Drew Skinner', is written over the typed name.

Drew Skinner

**ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT**

Between

LCRA Transmission Services Corporation

And

RRE Austin Solar LLC

TABLE OF CONTENTS

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT	3
Exhibit "A"	5
Terms and Conditions of the ERCOT	5
Standard Generation Interconnection Agreement.....	5
ARTICLE 1. DEFINITIONS	5
ARTICLE 2. TERMINATION	7
ARTICLE 3. REGULATORY FILINGS	8
ARTICLE 4. INTERCONNECTION FACILITIES ENGINEERING,	8
PROCUREMENT, AND CONSTRUCTION	8
ARTICLE 5. FACILITIES AND EQUIPMENT	13
ARTICLE 6. OPERATION AND MAINTENANCE	17
ARTICLE 7. DATA REQUIREMENTS.....	19
ARTICLE 8. PERFORMANCE OBLIGATION	20
ARTICLE 9. INSURANCE.....	21
ARTICLE 10. MISCELLANEOUS	24
Exhibit "B" Time Schedule	33
Exhibit "C" Interconnection Details	34
Exhibit "C1" Point of Interconnection Details	42
Exhibit "C2" One Line Diagram – TSP Interconnection Facilities, Generation Interconnection Facilities and The Plant.....	43
Exhibit "C3"	44
Exhibit "D" Notice and EFT Information of the ERCOT Standard Generation Interconnection Agreement.....	45
Exhibit "E" Security Arrangement Details.....	46

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This Standard Generation Interconnection Agreement is made and entered into this 13th day of June, 2017, between LCRA Transmission Services Corporation ("Transmission Service Provider") and RRE Austin Solar LLC ("Generator"), hereinafter individually referred to as "Party," and collectively referred to as "Parties." In consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

Transmission Service Provider represents that it is a public utility that owns and operates facilities for the transmission of electricity. Generator represents that it will own and operate the Plant. Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall interconnect Generator's Plant with Transmission Service Provider's System consistent with the Facilities Study developed on or about January 5, 2016 pursuant to the agreement between the Parties to assemble a collection of studies - stability, steady-state, short-circuit and facilities ("Full Interconnection Study Agreement") performed by LCRA TSC and pursuant to the ERCOT generation interconnection request 15INR0090.

This Agreement applies only to the Plant and the Parties' interconnection facilities as identified in Exhibit "C."

This Agreement shall become effective on the date first written above, subject to Governmental Authority approval, if required, and shall continue in full force and effect until terminated in accordance with Exhibit "A."

This Agreement will be subject to the following, all of which are incorporated herein:

- A. The "Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement" attached hereto as Exhibit "A";
- B. The ERCOT Requirements (unless expressly stated herein, where the ERCOT Requirements are in conflict with this Agreement, the ERCOT Requirements shall prevail);
- C. The PUCT Rules (where the PUCT Rules are in conflict with this Agreement, the PUCT Rules shall prevail);
- D. The Time Schedule attached hereto as Exhibit "B";
- E. The Interconnection Details attached hereto as Exhibit "C", "C1-C3";
- F. The notice requirements attached hereto as Exhibit "D";
- G. The Security Arrangement Details attached hereto as Exhibit "E"; and
- H. The Full Interconnect Study Agreement attached hereto as Exhibit "F".

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

RRE Austin Solar LLC

LCRA Transmission Services Corporation

By:

By: Sergio Garza, P.E.

Signature:



Signature:



Title:

C.E.O

Title: Vice President, LCRA Transmission Design and Protection

Date:

6/8/17

Date:

JUNE 13, 2017



Exhibit "A"

**Terms and Conditions of the ERCOT
Standard Generation Interconnection Agreement**

ARTICLE 1. DEFINITIONS

Capitalized terms shall have the meanings as set forth below, except as otherwise specified in the Agreement:

- 1.1 "CCN" shall mean a Certificate of Convenience and Necessity issued by the PUCT.
- 1.2 "Commercial Operation" shall mean the date on which Generator declares that the construction of the Plant has been substantially completed, Trial Operation of the Plant has been completed, and the Plant is ready for dispatch.
- 1.3 "Control Area" shall have the meaning ascribed thereto in PUCT Rule 25.5(19) or its successor.
- 1.4 "ERCOT" shall mean the Electric Reliability Council of Texas, Inc.
- 1.5 "ERCOT Requirements" shall mean the ERCOT Nodal Protocols and Nodal Operating Guides as adopted by the Public Utility Commission of Texas in Docket Number 31540 or its most recently amended version, as well as any other documents adopted by the ISO or ERCOT relating to the interconnection and operation of generators and transmission systems in ERCOT as amended from time to time, and any successors thereto. Any requirement in the foregoing documents imposed upon generation entities or generation facilities shall become the responsibility of the Generator, and any requirements imposed on transmission providers or transmission facilities shall become the responsibility of the TSP.

- 1.6 "Facilities Study" shall have the meaning as described in PUCT Rule 25.198(d) or its successor.
- 1.7 "GIF" shall mean Generator's interconnection facilities as described in Exhibit "C."
- 1.8 "Good Utility Practice" shall have the meaning described in PUCT Rule 25.5(56) or its successor.
- 1.9 "Governmental Authority(ies)" shall mean any federal, state, local or municipal body having jurisdiction over a Party.
- 1.10 "In-Service Date" shall be the date, as reflected in Exhibit "B," that the TIF will be ready to connect to the GIF.
- 1.11 "ISO" shall mean the ERCOT Independent System Operator.
- 1.12 "Plant" shall mean the electric generation facility owned and operated by the Generator, as specified in Exhibit "C."
- 1.13 "Point of Interconnection" shall mean the location(s) where the GIF connects to the TIF as negotiated and defined by the Parties and as shown on Exhibit "C" of this Agreement.
- 1.14 "PUCT" shall mean the Public Utility Commission of Texas.
- 1.15 "PUCT Rules" shall mean the Substantive Rules of the PUCT at Title 16, Texas Administrative Code, Chapter 25 et. seq. ("16 TAC 25 et. seq.").
- 1.16 "Reasonable Efforts" shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.198(e)).
- 1.17 "System Protection Equipment" shall mean those facilities located within the TIF and the GIF as described in Section 5.6 and Exhibit "C."
- 1.18 "System Security Study" shall have the meaning as described in PUCT Rule 25.198(c) or its successor.

1.19 “TCOS” shall mean the TSP’s transmission cost of service as allowed by the applicable Governmental Authority.

1.20 “TIF” shall mean the TSP’s interconnection facilities as described in Exhibit “C” to this Agreement.

1.21 “Trial Operation” shall mean the process by which the Generator is engaged in on-site test operations and commissioning of the Plant prior to Commercial Operation.

1.22 “TSP” shall mean the Transmission Service Provider.

1.23 “TSP System” shall mean the electric transmission facilities, including the TIF, and all associated equipment and facilities owned and/or operated by the TSP.

ARTICLE 2. TERMINATION

2.1 Termination Procedures. This Agreement may be terminated as follows:

A. the Generator may terminate this Agreement after giving the TSP thirty (30) days advance written notice; or

B. the TSP may terminate this Agreement (subject to Governmental Authority approval, if required) on written notice to the Generator if the Generator’s Plant has not achieved Commercial Operation within one year after the scheduled Commercial Operation date reflected in Exhibit “B”; or

C. either Party may terminate this Agreement in accordance with Section 10.6.

2.2 Termination Costs. If a Party elects to terminate the Agreement pursuant to Section 2.1 above, the Generator shall pay all costs incurred (or committed to be incurred) by TSP, as of the date of the other Party’s receipt of such notice of termination, that are the responsibility of the Generator under this Agreement. In the event of termination by either Party, both Parties shall use commercially reasonable efforts to mitigate the damages and charges that they may incur as

a consequence of termination. The provisions of the Sections 2.2 and 2.3 shall survive termination of the Agreement.

2.3 Disconnection. Upon termination of this Agreement, the Parties will disconnect the GIF from the TIF.

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. The TSP shall file this executed Agreement with the appropriate Governmental Authority, if required. Any portions of this Agreement asserted by Generator to contain competitively sensitive commercial or financial information shall be filed by the TSP identified as "confidential" under seal stating, for the TSP's showing of good cause, that Generator asserts such information is confidential information and has requested such filing under seal. If requested by the TSP, Generator shall provide the TSP, in writing, with the Generator's basis for asserting that the information referred to in this Section 3.1 is competitively sensitive information, and the TSP may disclose such writing to the appropriate Governmental Authority.

3.2 Regulatory Approvals. Unless exempt, the TSP shall timely request ISO and all regulatory approvals necessary for it to carry out its responsibilities under this Agreement. Such approvals shall include any CCN required for the construction of the TIF.

ARTICLE 4. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

4.1 Options. The Generator shall select one of the following options (subsection A or subsection B) and include the selected option in Exhibit "B" for completion of the TIF:

A. The TSP shall design, procure, and construct the TIF, using Reasonable Efforts to complete the TIF by the In-Service Date reflected in Exhibit "B." The TSP will utilize its own resources and will contract for additional resources, as reasonably necessary, to meet the In-Service Date. Such resources shall include, as the TSP believes is reasonable, use of other

contractors, other equipment suppliers, other material suppliers, additional contract personnel, additional payments to contractors for expedited work, and premiums paid to equipment and material suppliers for expedited delivery. The TSP shall not be required to undertake any initiative which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, applicable laws and regulations, and ERCOT Requirements. In the event the TSP reasonably expects that it will not be able to complete the TIF by the In-Service Date, the TSP will promptly provide written notice to the Generator and will undertake Reasonable Efforts to meet the earliest date thereafter.

B. (i) The TSP shall design, procure, and construct the TIF by the In-Service Date reflected in Exhibit "B." The Parties acknowledge that the In-Service Date was either agreed upon through good faith negotiations or designated by the Generator upon failure of the Parties to agree. In the process of negotiating the In-Service Date, Generator will request a date upon which it reasonably expects it will be ready to begin use of the TIF and upon which it reasonably expects to begin doing so. Any date designated by the Generator shall in no event be less than fifteen months from the date that all conditions of Sections 4.2 and 4.3 have been satisfied. The designated In-Service Date will be extended day for day for each day that the ISO refuses to grant clearances to install equipment. If the TSP fails to complete the TIF by the In-Service Date reflected in Exhibit "B," the TSP shall pay the Generator liquidated damages in accordance with this Section 4.1.B.

(ii) The Parties agree that actual damages to the Generator, in the event the TIF are not completed by the In-Service Date, may include Generator's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine

at this time. The Parties agree that, because of such uncertainty, any liquidated damages paid by the TSP to the Generator shall be an amount equal to ½ of 1% of the actual cost of the TIF, per day. However, in no event shall the total liquidated damages exceed 20% of the actual cost of the TIF. The Parties agree that such liquidated damages are less than the Generator's actual damages. The Parties agree that the foregoing payments will be made by the TSP to the Generator as just compensation for the damages caused to the Generator, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this Agreement.

(iii) The TSP shall apply to have the full costs of the TIF included in TCOS. If the PUCT issues a final, appealable order excluding from TCOS any portion of the TIF costs, including higher contractor and vendor costs due to liquidated damage provisions in those contracts and insurance costs to cover liquidated damages, which costs may have been reasonably incurred but which the PUCT finds should not be recovered through TCOS, the Generator shall reimburse the TSP for such costs in an amount not to exceed the difference between the TSP's estimate of the cost of the TIF under section 4.1.A and the TSP's estimate of the cost of the TIF under Section 4.1.B as reflected in Exhibit "C." Such costs shall be estimated using Good Utility Practice.

(iv) No liquidated damages shall be paid to Generator if the Generator is not ready to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant on the In-Service Date, unless the Generator would have been able to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant but for TSP's delay.

(v) If the In-Service Date has been designated by the Generator upon a failure of the Parties to agree on the In-Service Date, the TSP may, at its option, require the Generator to subcontract with the TSP for all or part of the design, procurement and construction of the TIF in accordance with the TSP's standard subcontractor agreements. In such event, the TSP shall be subject to the payment of liquidated damages to the Generator only if the In-Service Date is not met solely due to the TSP's failure to complete the portion of the TIF for which the TSP has retained responsibility. It is the intent of this subsection to give the TSP full control of the contents and quality of the TIF. To the extent the Generator acts as a subcontractor to the TSP, the following will apply: 1) The Generator shall engineer, procure equipment, and construct the TIF (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the TSP; 2) In its engineering, procurement and construction of the TIF, the Generator shall comply with all requirements of law to which the TSP would be subject in the engineering, procurement or construction of the TIF; 3) The TSP shall review and approve the engineering design, acceptance tests of equipment, and the construction of the TIF; 4) The TSP shall have the right to approve and accept for operation the TIF in accordance with the standards and specifications provided in advance by the TSP, such approval and acceptance shall not be unreasonably withheld, conditioned, or delayed; 5) Should any phase of the engineering, equipment procurement, or construction of the TIF, including selection of subcontractors, not meet the standards and specifications provided by the TSP, and therefore be deemed unacceptable, then the Generator shall be obligated to remedy that portion of the TIF or selection of subcontractors that is deemed unacceptable, the TSP's approval of the Generator's selection of subcontractors will not be unreasonably withheld, conditioned or delayed; and 6) Once the TIF is accepted for operation by the TSP, then the TSP shall reimburse the Generator for the

reasonable and necessary costs incurred by the Generator to complete the TIF, not to exceed the amount specified in the subcontract. Such reimbursement shall be made within thirty days after receipt of the invoice, unless otherwise agreed to by the Parties.

4.2 Equipment Procurement. If responsibility for construction of the TIF is borne by the TSP, then the TSP shall commence design of the TIF and procure necessary equipment within a reasonable time after all of the following conditions are satisfied:

- A. The TSP has completed the Facilities Study pursuant to the Full Interconnection Study Agreement Facilities Study Agreement;
- B. The TSP has received written authorization to proceed with design and procurement from the Generator by the date specified in Exhibit "B"; and
- C. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B."

4.3 Construction Commencement. The TSP shall commence construction of the TIF as soon as practicable after the following additional conditions are satisfied:

- A. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;
- B. Necessary real property rights, if any, have been obtained;
- C. The TSP has received written authorization to proceed with construction from the Generator by the date specified in Exhibit "B"; and
- D. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B."

4.4 Work Progress. The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. If, at any time, the Generator

becomes aware that the completion of the TIF will not be required until after the specified In-Service Date, the Generator will promptly provide written notice to the TSP of a new, later In-Service Date.

4.5 Conditions Precedent Delay. To the extent this Agreement incorporates a specified In-Service Date and the Generator fails to satisfy conditions precedent under Sections 4.2 and 4.3 so that the TSP may meet the In-Service Date, the Parties will negotiate in good faith to establish a new schedule for completion of the TIF.

ARTICLE 5. FACILITIES AND EQUIPMENT

5.1 Information Exchange. The Parties shall exchange information and mutually agree upon the design and compatibility of the Parties' interconnection facilities. The Parties shall work diligently and in good faith to make any necessary design changes to ensure compatibility of the GIF to the TSP System.

5.2 GIF Construction. Generator agrees to cause the GIF to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction. After Commercial Operation and upon TSP request, the Generator shall deliver to the TSP the following "as-built" drawings, information and documents for the GIF including but not limited to: a one-line diagram, a site plan showing the Plant and the GIF, plan and elevation drawings showing the layout of the GIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Generator's main-power transformers, the facilities connecting the Generator to the main power transformers and the GIF, and the impedances (determined by factory tests) for the associated main power transformers and the generators.

5.3 TIF Construction. The TSP agrees to cause the TIF to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction.

5.4 Equipment Changes. If either Party makes equipment changes or additions at the TIF, GIF, or the Plant, whether specified in Exhibit "C" or not, which may affect the operation or performance of the other Party's System, the Parties agree to notify the other Party, in writing, of such changes as soon as practical. Such changes shall be made in accordance with ERCOT Requirements, the National Electrical Safety Code, other applicable codes, and standards in effect at the time of construction, and coordinated between the Parties.

5.5 Metering, Telemetry and Communications Requirements.

A. Metering and telemetry of data will be accomplished in accordance with ERCOT Requirements. The specific metering, telemetry and communications equipment to be installed and data to be telemetered are described in Exhibit "C."

B. At the Point of Interconnection, the metering and telemetry equipment shall be owned by the TSP. However, the TSP shall provide the Generator with metering and telemetry values in accordance with ERCOT Requirements.

C. A minimum set of inputs to the telemetry equipment are specified in Exhibit "C." Additional sets of inputs may be subsequently mutually agreed upon.

D. The TSP will notify the Generator at least five (5) working days in advance of any planned maintenance, inspection, testing, or calibration of the metering equipment, unless otherwise agreed to in writing. The Generator, or its designated representative, shall have the right to be present for these activities and to receive copies of any documents related to the procedures and results.

E. Prior to the connection of the GIF to the TIF, acceptance tests will be performed by the owning Party to ensure the proper functioning of all metering, telemetry and communications equipment associated with the Point of Interconnection and both Parties' interconnection facilities, and to verify the accuracy of data being received by the TSP, the Control Area(s) in which the Plant and the TSP are located and the Generator. All acceptance tests will be performed consistent with ERCOT Requirements.

F. The TSP shall, in accordance with Good Utility Practice and ERCOT Requirements, specify communications facilities, including those necessary to transmit data from the metering equipment to the TSP, that are necessary for the effective operation of the Plant and the GIF with the TSP System. Such communication facilities shall be included in Exhibit "C." The Generator shall make arrangements to procure and bear the cost of such facilities.

G. Any changes to the meters, telemetry equipment, voltage transformers, current transformers, and associated panels, hardware, conduit and cable, which will affect the data being received by the other Party must be mutually agreed to by the Parties.

H. Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible in accordance with ERCOT Requirements.

5.6 System Protection and Other Controls Requirements.

A. Each Party's facilities shall be designed to isolate any fault, or to correct or isolate any abnormality, that would negatively affect the other Party's system or other entities connected to the TSP System.

B. The Generator shall be responsible for protection of its facilities consistent with ERCOT Requirements.

C. Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Section 5.6.F. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping the Generator's units.

D. Recording equipment shall be installed to analyze all system disturbances in accordance with ERCOT Requirements.

E. Each Party will test, operate and maintain System Protection Equipment in accordance with ERCOT Requirements. Each Party will provide reasonable notice to the other Party of any testing of its System Protection Equipment allowing such other Party the opportunity to have representatives present during testing of its System Protection Equipment.

F. Prior to the In-Service Date, and again prior to Commercial Operation, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Equipment. At intervals suggested by Good Utility Practice or at intervals described in the ERCOT Requirements if so defined therein, and following any apparent malfunction of the System Protection Equipment, each Party shall perform both calibration and functional trip tests of its System Protection Equipment. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

5.7 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

ARTICLE 6. OPERATION AND MAINTENANCE

6.1 Operation and Maintenance of Interconnection Facilities. The Parties agree to operate and maintain their systems in accordance with Good Utility Practice, National Electrical Safety Code, the ERCOT Requirements, PUCT Rules and all applicable laws and regulations. Subject to any necessary ISO approval, each Party shall provide necessary equipment outages to allow the other Party to perform periodic maintenance, repair or replacement of its facilities. Such outages shall be scheduled at mutually agreeable times, unless conditions exist which a Party believes, in accordance with Good Utility Practice, may endanger persons or property. No changes will be made in the normal operation of the Point of Interconnection without the mutual agreement of the Parties except as otherwise provided herein. All testing of the Plant that affects the operation of the Point of Interconnection shall be coordinated between the TSP, the Control Area(s) in which the Plant and the TSP are located, and the Generator and will be conducted in accordance with ERCOT Requirements.

6.2 Control Area Notification. At least six months before Trial Operation, the Generator shall notify the TSP in writing of the Control Area in which it will be located. If the Generator elects to be located in a Control Area other than the Control Area in which the TSP is located, all necessary agreements, including but not limited to remote control area generator interchange agreements, if applicable, and appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Plant in the other Control Area. The Parties will diligently cooperate with one another to enable such agreements to be executed and implemented on a schedule necessary to meet the Trial Operation date specified in Exhibit "B."

6.3 Land Rights and Easements. Terms and conditions addressing the rights of the TSP and the Generator regarding any facilities located on the other Party's property shall be addressed in

a separate, duly executed and recorded easement agreement between the Parties. Prior to Commercial Operation, the Parties will mutually agree upon procedures to govern access to each other's property as necessary for the Parties to fulfill their obligations hereunder.

6.4 Service Interruption. The Parties recognize that the interruption of service provisions of the PUCT Rules give TSP the right to disconnect the TSP System from the Plant under the conditions specified therein. The Generator will promptly disconnect the Plant from the TSP System when required by and in accordance with the PUCT Rules and ERCOT Requirements.

6.5 Switching and Clearance.

A. Any switching or clearances needed on the TIF or the GIF will be done in accordance with ERCOT Requirements.

B. Any switching and clearance procedure necessary to comply with Good Utility Practice or ERCOT Requirements that may have specific application to the Plant shall be addressed in Exhibit "C."

6.6 Start-Up and Synchronization. Consistent with ERCOT Requirements and the Parties' mutually acceptable procedure, the Generator is responsible for the proper synchronization of the Plant to the TSP System.

6.7 Routine Operational Communications. On a timely basis, the Parties shall exchange all information necessary to comply with ERCOT Requirements.

6.8 Blackstart Operations. If the Plant is capable of blackstart operations, Generator will coordinate individual Plant start-up procedures consistent with ERCOT Requirements. Any blackstart operations shall be conducted in accordance with the blackstart criteria included in the ERCOT Requirements and the TSP Blackstart Plan on file with the ISO. Notwithstanding this section, the Generator is not required to have blackstart capability by virtue of this Agreement.

If the Generator will have blackstart capability, then Generator shall provide and maintain an emergency communication system that will interface with the TSP during a blackstart condition.

6.9 Power System Stabilizers. The Generator shall procure, install, maintain and operate power system stabilizers if required to meet ERCOT Requirements and as described in Exhibit "C."

ARTICLE 7. DATA REQUIREMENTS

7.1 Data Acquisition. The acquisition of data to realistically simulate the electrical behavior of system components is a fundamental requirement for the development of a reliable interconnected transmission system. Therefore, the TSP and the Generator shall be required to submit specific information regarding the electrical characteristics of their respective facilities to each other as described below in accordance with ERCOT Requirements.

7.2 Initial Data Submission by TSP. The initial data submission by the TSP shall occur no later than 120 days prior to Trial Operation and shall include transmission system data necessary to allow the Generator to select equipment and meet any system protection and stability requirements.

7.3 Initial Data Submission by Generator. The initial data submission by the Generator, including manufacturer data, shall occur no later than 90 days prior to the Trial Operation and shall include a completed copy of the following forms contained in the ISO's Generation Interconnection Procedure: (1) Plant Description/Data and (2) Generation Stability Data. It shall also include any additional data provided to the ISO for the System Security Study. Data in the initial submissions shall be the most current Plant design or expected performance data. Data submitted for stability models shall be compatible with the ISO standard models. If there is no

compatible model, the Generator will work with an ISO designated consultant to develop and supply a standard model and associated data.

7.4 Data Supplementation. Prior to Commercial Operation, the Parties shall supplement their initial data submissions with any and all "as-built" Plant data or "as-tested" performance data which differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Subsequent to Commercial Operation, the Generator shall provide the TSP any data changes due to equipment replacement, repair, or adjustment. The TSP shall provide the Generator any data changes due to equipment replacement, repair, or adjustment in the directly connected substation or any adjacent TSP-owned substation that may affect the GIF equipment ratings, protection or operating requirements. The Parties shall provide such data no later than 30 days after the date of the actual change in equipment characteristics. Also, the Parties shall provide to each other a copy of any additional data later required by the ISO concerning these facilities.

7.5 Data Exchange. Each Party shall furnish to the other Party real-time and forecasted data as required by ERCOT Requirements. The Parties will cooperate with one another in the analysis of disturbances to either the Plant or the TSP's System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records.

ARTICLE 8. PERFORMANCE OBLIGATION

8.1 Generator's Cost Responsibility. The Generator will acquire, construct, operate, test, maintain and own the Plant and the GIF at its sole expense. In addition, the Generator may be required to make a contribution in aid of construction in the amount set out in and for the facilities described in Exhibit "C," if any, in accordance with PUCT Rules.

8.2 TSP's Cost Responsibility. The TSP will acquire, own, operate, test, and maintain the TIF at its sole expense, subject to the provisions of Section 4.1.B and the contribution in aid of construction provisions of Section 8.1 of this Agreement.

8.3 Financial Security Arrangements. The TSP may require the Generator to pay a reasonable deposit or provide another means of security, to cover the costs of planning, designing, licensing, procuring equipment and materials, and constructing the TIF. The required security arrangements shall be specified in Exhibit "E." Within five business days after the Plant achieves Commercial Operation, the TSP shall return the deposit or security to the Generator. However, the TSP may retain an amount to cover the incremental difference between the TSP's actual out of pocket costs associated with the choice of Section 4.1.B over Section 4.1.A, pending a final PUCT Order as contemplated in Section 4.1.B(iii). If the Plant has not achieved Commercial Operation within one year after the scheduled Commercial Operation date identified in Exhibit "B" or if the Generator terminates this Agreement in accordance with Section 2.1 and the TIF are not required, the TSP may, subject to the provisions of Section 2.2, retain as much of the deposit or security as is required to cover the costs it incurred in planning, designing, licensing, procuring equipment and materials, and constructing the TIF. If a cash deposit is made pursuant to Exhibit "E," any repayment of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT or other Governmental Authority.

ARTICLE 9. INSURANCE

9.1 Each Party shall, at its own expense, maintain in force throughout the period of this Agreement and until released by the other Party the following minimum insurance coverages, with insurers authorized to do business in Texas:

A. Employers Liability and Worker's Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas. The minimum limits for the Employer's Liability insurance shall be One Million Dollars (\$1,000,000) each accident bodily injury by accident, One Million Dollars (\$1,000,000) each employee bodily injury by disease, and One Million Dollars (\$1,000,000) policy limit bodily injury by disease.

B. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

C. Comprehensive Automobile Liability Insurance for coverage of owned, non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.

D. Excess Public Liability Insurance over and above the Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Fifteen Million Dollars (\$15,000,000) per occurrence/Fifteen Million Dollars (\$15,000,000) aggregate.

E. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies shall name the other Party, its

parent, associated and affiliated companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) days advance written notice to Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

F. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

G. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

H. The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

I. Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any

event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

J. Notwithstanding the foregoing, each Party may self-insure to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade, or better, by Standard & Poor's. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I. In the event that a Party is permitted to self-insure pursuant to this Section 9.1.J, it shall not be required to comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I.

K. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1 Governing Law and Applicable Tariffs.

A. This Agreement for all purposes shall be construed in accordance with and governed by the laws of the State of Texas, excluding conflicts of law principles that would refer to the laws of another jurisdiction. The Parties submit to the jurisdiction of the federal and state courts in the State of Texas.

B. This Agreement is subject to all valid, applicable rules, regulations and orders of, and tariffs approved by, duly constituted Governmental Authorities.

C. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

10.2 No Other Services. This Agreement is applicable only to the interconnection of the Plant to the TSP System at the Point of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary for it to receive any other service that it may desire from the other Party or any third party. This Agreement does not address the sale or purchase of any electric energy, transmission service or ancillary services by either Party, either before or after Commercial Operation.

10.3 Entire Agreement. This Agreement, including all Exhibits, Attachments and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement. Notwithstanding the other provisions of this Section, the Full Interconnection Study Agreement, if any, is unaffected by this Agreement.

10.4 Notices. Except as otherwise provided in Exhibit "D," any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, or sent by either registered or certified mail, postage prepaid, overnight mail or fax to the address or number identified on Exhibit "D" attached to this Agreement. Either Party may change the notice information on Exhibit "D" by giving five business days written notice prior to the effective date of the change.

10.5 Force Majeure.

A. The term "Force Majeure" as used herein shall mean any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of such Party, which materially prevents or impairs the performance of such Party's obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, strike or other labor disturbance, sabotage, war, national emergency, or restraint by any Governmental Authority.

B. Neither Party shall be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Section shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

10.6 Default

A. The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such

failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the non-defaulting Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 10.6.B, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after notice is received and shall continuously and diligently prosecute and complete such cure within one hundred eighty (180) days from receipt of the Default notice; and, when completed, the Default specified in such notice shall cease to exist.

B. If a Default is not cured as provided in this Section 10.6, the non-defaulting Party shall have the right to terminate this Agreement by written notice, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section will survive termination of this Agreement.

10.7 Intrastate Operation. The operation of the Plant by Generator shall not cause there to be a synchronous or an asynchronous interconnection between ERCOT and any other transmission facilities operated outside of ERCOT unless ordered by the Federal Energy Regulatory Commission under Section 210 of the Federal Power Act. The Parties recognize and agree that any such interconnection will constitute an adverse condition giving the TSP the right to immediately disconnect the TIF from the GIF, until such interconnection has been disconnected. The Generator will not be prohibited by this Section from interconnecting the Plant with

facilities operated by the Comision Federal de Electricidad of Mexico, unless such interconnection would cause ERCOT utilities that are not "public utilities" under the Federal Power Act to become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.

10.8 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

10.9 No Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of obligations, rights, or duties imposed upon the Parties. Termination or Default of this Agreement for any reason by the Generator shall not constitute a waiver of the Generator's legal rights to obtain an interconnection from the TSP under a new interconnection agreement.

10.10 Headings. The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

10.11 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

10.12 Amendment. This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose

any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.14 Further Assurances. The Parties agree to (i) furnish upon request to each other such further information, (ii) execute and deliver to each other such other documents, and (iii) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Without limiting the generality of the foregoing, the TSP shall, at the Generator's expense, when reasonably requested to do so by the Generator at any time after the execution of this Agreement, prepare and provide such information in connection with this Agreement (including, if available, resolutions, certificates, opinions of counsel or other documents relating to the TSP's corporate authorization to enter into this Agreement and to undertake the obligations set out herein) as may be reasonably required by any potential lender to the Generator under a proposed loan agreement. The TSP will use commercially reasonable efforts to obtain any opinion of counsel reasonably requested by Generator, but the TSP shall not be in Default of any obligation under this Agreement if the TSP is unable to provide an opinion of counsel that will satisfy any potential lender to the Generator. Specifically, upon the written request of one Party, the other Party shall provide the requesting Party with a letter stating whether or not, up to the date of the letter, that Party is satisfied with the performance of the requesting Party under this Agreement.

10.15 Indemnification and Liability. The indemnification and liability provisions of the PUCT Rule 25.202(b)(2) or its successor shall govern this Agreement.

10.16 Consequential Damages. OTHER THAN THE LIQUIDATED DAMAGES HERETOFORE DESCRIBED, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER

ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO THE OTHER PARTY UNDER ANOTHER AGREEMENT WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.

10.17 Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Generator shall have the right to assign this Agreement, without the consent of the TSP, for collateral security purposes to aid in providing financing for the Plant, provided that the Generator will require any secured party, trustee or mortgagee to notify the TSP of any such assignment. Any financing arrangement entered into by the Generator pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the TSP of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its

obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

10.18 Severability. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement; provided that if the Generator (or any third-party, but only if such third-party is not acting at the direction of the TSP) seeks and obtains such a final determination with respect to any provision of Section 4.1.B, then none of the provisions of Section 4.1.B. shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by Section 4.1.A.

10.19 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

10.20 Invoicing and Payment. Unless the Parties otherwise agree (in a manner permitted by applicable PUCT Rules and as specified in writing in an Exhibit "E" attached hereto), invoicing and payment rights and obligations under this Agreement shall be governed by PUCT Rules or applicable Governmental Authority. Invoices shall be rendered to the paying Party at the address specified on, and payments shall be made in accordance with the requirements of, Exhibit "D."

10.21 Confidentiality.

A. Subject to the exception in Section 10.21.B, any information that a Party claims is competitively sensitive, commercial or financial information under this Agreement ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii)

reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Agreement or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to the ISO. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subsection, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subsection, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

B. This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision).

Exhibit "B"
Time Schedule

Interconnection Option chosen by Generator (check one): X Section 4.1.A. or Section 4.1.B

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one):
(1) N/A good faith negotiations, or (2) N/A Designated by Generator upon failure to agree.

Date by which Generator must provide notice to proceed with design and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: June 6, 2017

Date by which Generator must provide notice to proceed with procurement and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: July 3, 2017.

Date by which Generator must provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: September 1, 2017

In - Service Date(s): October 15, 2018

Scheduled Trial Operation Date: October 15, 2018

Scheduled Commercial Operation Date: December 1, 2018

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit B.

Exhibit "C"
Interconnection Details

1. **Name:** RRE Pflugerville Solar

2. **Point of Interconnection location:** The Point of Interconnection will be at the new LCRA TSC Kimbro Substation ("TSP Substation") located in Travis County, TX along the existing LCRA TSC 138-kV transmission line T421, at the approximate location shown in Exhibit "C3". The Point of Interconnection, shown on Exhibit "C1" and Exhibit "C2" shall be the physical point where the LCRA TSC Kimbro Substation facilities are connected to the GIF. This point is more specifically defined as being located at the 4-hole pad terminals on the dead-end assembly where the Generator's 138-kV line connects to Generator's interconnect structure.

3. **Delivery Voltage:** 138-kV

4. **Number and size of Generating Units ("The Plant"):** The Plant is a solar generation facility with one Point of Interconnection to the grid. The nominal Plant rating will be approximately 144-MW of AC power (with a maximum rating of 144-MW) at the Point of Interconnection.

5. **Type of Generating Unit:** Forty-six (46) SunGrow SG2500U inverters rated at 2750 kVA (25 deg. C) for a total of 126.5 MVA of apparent power. Plant controller will limit inverter output to 120 MW AC at the Point of Interconnection.

6. **Metering and Telemetry Equipment:**
 - A). ERCOT settlement metering will be located at the TSP Substation as part of the TIF. 138-kV extended range, metering current transformers will be used to accurately read the generation energy and power delivered to the grid and the auxiliary energy and power consumed through the Point of Interconnection. 138-kV metering accuracy voltage transformers will also be installed by the TSP for the ERCOT settlement metering. The ERCOT settlement metering panel furnished by the TSP will be located in the TSP Substation.

 - B). A multi-ported RTU (remote terminal unit) will be furnished by the TSP at the TSP Substation as part of the TIF and will have a dedicated communication port available to provide applicable breaker status and other telemetry data to ERCOT as required by the ERCOT Nodal Operating Guides.

 - C). Multi-ported RTU(s) will be furnished by the Generator at the Generator's interconnection substation(s) as part of the GIF and will have dedicated communication

port(s) available to provide breaker status and other telemetered data to TSP and ERCOT as required by the ERCOT Nodal Operating Guides. The Generator is responsible for determining and providing all their RTU communications needs.

7. Generator Interconnection Facilities: The Generator will provide as a minimum, the following major equipment for the Generator Interconnection Facilities:
- A). One 138-kV radial circuit consisting of 795-kcmil ACSR phase conductors with necessary material to dead-end and connect to Generator's interconnecting dead-end structure outside the TSP Substation;
 - B). A full tension, dead-end, 138-kV line structure located on the Generator's property adjoining the TSP Substation near the TSP Substation property line (Generator shall coordinate the height of this structure, the arrangement of the phases, and the exact location of the structure with LCRA TSC) **NOTE:** Generator shall provide any necessary jumper post insulators for this structure in coordination with LCRA TSC's jumpers mentioned in item 8. P) below;
 - C). Fiber optic cable (Corning SMF-28e or equivalent 48 fiber, single-mode, fiber optic OPGW) from Generator's interconnection substation control building to the Generator's OPGW cable splice box on the Generator's interconnecting structure at the Point of Interconnection;
 - D). Generator's interconnection substation(s) including 138-kV step-up transformer(s), transformer protection package(s), 138-kV circuit breaker(s), 138-kV line disconnect switch(es), and protective relaying panels for the Generator's 138-kV line that will coordinate with the TSP's line panels at the TSP Substation for the Generator line protection;
 - E). Multi-ported RTU(s) and panels to provide breaker status, telemetry and energy data from the Generator's interconnection substation(s) to the Plant, the TSP, Generator and ERCOT; and
 - F). Associated structures, buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of Generator Interconnection Facilities.
8. Transmission Interconnection Facilities: The TIF shall consist of the following:
- A). Modifications to the TSP's existing 138-kV transmission line T421;
 - B). Two (2) dead-end transmission structures for the line cut-in of T421;
 - C). One (1) new 138-kV Kimbro Substation;

- D). Three (3) substation A-frame structures within TSP Substation;
- E). 138-kV bus including bus supports and foundations;
- F). Ten (10) 84-kV MCOV surge arresters;
- G). Six (6) 138-kV coupling capacitor voltage transformers;
- H). One (1) 138-kV power voltage transformer;
- I). Three (3) 138-kV, 3000A, 63-kAIC circuit breakers with foundations and protective relay panels;
- J). Seven (7) 138-kV, 3000A three-pole switches with HV tubular stands and foundations;
- K). Multi-ported RTU(s) and panels to provide breaker status, telemetry and energy data to the TSP and ERCOT;
- L). ERCOT settlement metering panel;
- M). Two (2) EPS meters (one primary meter and one backup meter);
- N). Three (3) 138-kV extended range metering CT's;
- O). Three (3) 138-kV metering class voltage transformers; and
- P). 138-kV span of conductors and OPGW from the Generator's interconnecting dead-end structure to the TSP Substation A-frame structure along with the jumpers between the TSP conductors and the Generator's line conductors at the Generator's interconnecting dead-end structure

The above lists are not intended to be complete lists of all facilities that are part of the TIF.

9. **Communications Facilities:** Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, provide communications facilities that are, or may in the future be, necessary for effective interconnected operation of the Plant and Generator Interconnection Facilities with the transmission system. The Generator shall own, and be responsible for installation, operation, and maintenance of fiber optic communication facilities between the Generator's transmission voltage substations and the Generator's interconnecting structure at the Point of Interconnection. Generator will complete its OPGW termination and dress out in a manner acceptable to TSP inside the Generator provided fiber splice box on Generator's interconnecting structure. Generator shall accommodate a water-tight entry for the TSP OPGW into the Generator provided fiber splice box. TSP will provide the splicing of fibers within the splice box at the Point of

Interconnection. The Generator shall provide the dedicated channels or fiber pairs for necessary items including Generator's 138-kV line protective relaying and special protection system communications. Voice communications provided by the Generator shall at a minimum include one POTS (plain old telephone service) voice circuit in the Generator's substation control buildings.

10. System Protection Equipment:

A). Generator will provide a line protection panel for Generator's 138-kV line at the Generator's facilities, which will coordinate with the LCRA TSC line panel(s) at the TSP Substation.

B). Generator will be responsible for the proper synchronization of its facilities with the LCRA TSC transmission system, in accordance with ERCOT guidelines.

C). The Plant and the Generator Interconnection Facilities shall be designed to isolate any fault, or to disconnect from or isolate any abnormality that would negatively affect the ERCOT system. The Generator shall be responsible for protection of its facilities. In particular, Generator shall provide relays, circuit breakers, and all other devices necessary to promptly remove any fault contribution of the generation equipment to any short circuit occurring on the TSP system. Such protective equipment shall include, without limitation, a disconnect device or switch with the appropriate interrupting capability to be located within the Generator Interconnection Facilities. In addition to faults within the Plant and the Generator Interconnection Facilities, Generator shall be responsible for protection of such facilities from such conditions as negative sequence currents, over or under frequency, sudden load rejection, over or under voltage, generator loss of field, inadvertent energization (reverse power) and uncleared transmission system faults.

D). The Plant and the Generator Interconnection Facilities shall have protective relaying that is consistent with the protective relaying criteria described in the ERCOT Requirements and NERC standards. If reasonably requested by the TSP, Generator shall, at its expense, provide corrections or additions to existing control and protective equipment required to protect the ERCOT system or to comply with government, industry regulations, or standard changes.

E). The Generator's protective relay design shall incorporate the necessary test switches to enable complete functional testing. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping generator units.

F). Generator shall install sufficient disturbance and fault monitoring equipment to thoroughly analyze all system disturbances of the generation system. This equipment shall monitor the voltages at major nodes of the system, current at major branches, breaker and switch positions, and enough of the dc logic in the relay control scheme to analyze a system disturbance. The TSP shall provide for disturbance and fault monitoring equipment in its TSP Substation. The disturbance and fault monitoring for both Generator and TSP shall be

consistent with the disturbance monitoring requirements described in the ERCOT Requirements and NERC standard.

G). Prior to modifying any relay protection system design or relay setting involving the connecting facilities between the two Parties, Generator shall submit the proposed changes to the TSP for review and approval. TSP's review and approval shall be for the limited purpose of determining whether such proposed changes are compatible with the ERCOT transmission system.

H). In accordance with Good Utility Practice and ERCOT and NERC standards, the TSP shall determine requirements for protection of the Point of Interconnection and the zone of protection around the Point of Interconnection and shall specify and implement protection and control schemes as necessary to meet such requirements. Generator shall have the right to review and comment on the necessary protection requirements, and such comments shall not be unreasonably refused by the TSP when determining such requirements. The TSP shall coordinate the relay system protection between Generator and the ERCOT system.

I). The Generator shall provide in PSSE or Aspen One-Liner format the short circuit model for the Generator Interconnection Facilities, the generators and collector facilities prior to the protective relays settings being calculated and in no case later than 60 days prior to the initial actual in-service date. Generator data submitted in accordance with Section 7.3 of Exhibit "A" shall include, but not be limited to, (1) a detailed one-line diagram of the proposed Plant and Generator Interconnection Facilities showing the collector buses and their voltages, (2) conductor types and lengths of all lines connecting the collector buses to the TSP Substation, (3) the total number of solar inverters to be served by each collector bus, (4) size, make and model of solar inverters, (5) capacitor bank sizes, locations (electrical) and control settings, and (6) the impedance and rating data of each transmission voltage line, GSU and/or autotransformer that will be installed to get power from the Plant and onto the transmission grid.

11. Inputs to Telemetry Equipment: GIF disconnect devices status, Generator's 138-kV line protection/relay status, and Generator's 138-kV line MegaWatts, MegaVars, KiloVolts and Amperes.
12. Supplemental Terms and Conditions:
 - A). Device Numbers, Switching and Clearance:
 - (a) Generator shall obtain prior approval of the TSP before operating any transmission voltage circuit switching apparatus (e.g. switches, circuit breakers, etc.) at the Generator Interconnection Facilities, whether for testing or for operations of the Plant, which approval shall not be unreasonably withheld, conditioned or delayed.
 - (b) The TSP shall coordinate switching at the Point of Interconnection. Each Party shall be responsible for operation of their facilities.
 - (c) In the event the Generator desires to have the ability to operate any directly connected TSP facilities for emergency operations switching, the TSP will provide transmission switching training to Generator personnel along with a copy of the TSP's

transmission operations procedure manual ("Red Book") and any subsequent amendments thereto. Generator personnel or their designated agents that are to perform switching of the directly connected TSP facilities must be on the TSP authorized switching list. Generator and the TSP agree to conduct all switching operations of any directly connected TSP facilities in accordance with the Red Book, as it may be changed by the TSP from time to time.

(d) Generator and TSP will collaborate and reach mutual agreement on the establishment of: i) unique name(s) for the Generator's substations, unit main transformers and switching station(s) connected at transmission voltage; ii) device numbers for all transmission voltage switches and breakers which will be owned by Generator; and iii) unique names for Generator's generating units, in accordance with ERCOT Requirements. Generator will submit to TSP, within thirty (30) days after execution of this Agreement, its proposed name(s), as referenced in this paragraph. Generator will register the name(s) of the facilities specified in this paragraph and Generator-owned device numbers at ERCOT, in accordance with ERCOT Requirements, and such names and device numbers will be consistent with the names and numbers mutually agreed upon pursuant to this paragraph. Generator will not change any of the names or device numbers, established pursuant to this paragraph, without written approval of TSP. Generator will label the devices, referenced in item (ii) above, with the numbers assigned to such devices.

(e) Each Party will keep records of maintenance and switching operations of control and protective equipment associated with this interconnection and will allow the other Party reasonable access to inspect such records.

B). No Retail Sale of Electricity to Generator by TSP: TSP considers the energy and power that the Plant and Generator Interconnection Facilities may from time to time consume from the 138-kV ERCOT grid through the Point of Interconnection to be a retail transaction and as such, the TSP does not intend to be the provider of this retail service. Generator shall make necessary arrangements with the appropriate retail supplier for the energy and power that the Plant and Generator Interconnection Facilities may consume from the 138-kV ERCOT grid through the Point of Interconnection.

C). Notification:

(a) Upon written request from TSP, Generator shall notify the TSP in writing as to which ERCOT Qualified Scheduling Entity the Plant will be scheduling through.

(b) Upon written request from TSP, Generator shall supply notification to the TSP identifying their retail service provider 120 days prior to the In-Service Date and Generator shall supply notification to the TSP 60 days prior to any changes in retail service provider, thereafter.

(c) In the event of any interruption of service, TSP shall provide prompt notice to Generator of cause of such interruption and an estimation of when the Plant may be re-connected to the TSP.

D). Substation Land, Easements and Access Road Provisions

(a) TSP understands that the Generator currently owns the property for the proposed LCRA TSC Kimbro Substation ("Substation Site"). If TSP finds the substation

site acceptable, TSP shall then acquire from the Generator (using TSP's standard form of deed) the Substation Site property as generally depicted in Exhibit "C3". The proposed Substation Site is generally described as an area of approximately 5.91 acres adjacent to structure 28/2 of LCRA TSC's T421 138-kV transmission line in Travis County, Texas. Said acquisition shall be subject to TSP's review and acceptance of a field survey, title research, archeological research, and an environmental assessment of the Substation Site. In no event shall the Substation Site be subject to any lien or any other encumbrance unacceptable to TSP. If TSP finds the Substation Site acceptable, TSP shall offer to pay the Generator an amount for the Substation Site equal to its market value as determined by TSP.

(b) Generator will construct the access road up to the boundary of the 5.91 acre property (TSP Substation Site property boundary). Generator shall also, at no cost to TSP, convey to TSP, easements providing good and adequate rights of vehicular ingress and egress along said access road to and from a public road and for access rights for necessary overhead and underground utility services and communication services to the Substation Site generally depicted as the "Easement Area" in Exhibit "C3".

(c) Generator shall also, at no cost to TSP, convey to TSP, a separate stand-alone transmission easement, in a form approved by TSP, including access rights for the portion of the TIF previously described in item 8. P) above and as generally depicted as the "Transmission Easement Area" in Exhibit "C3".

(d) Generator, at no cost to TSP, agrees to prepare by June 30, 2017 the surveys, per TSP surveying specifications (including topographical design survey with minimum of two foot contours of the Substation Site) and legal descriptions of the tracts necessary in (a) and (b) above.

(e) These necessary real property rights described in (a), (b) and (c) above are required before TSP can commence construction, as contemplated in Exhibit A, Section 4.3. Therefore, if TSP does not accept the Substation Site or is unable to acquire the Substation Site and Transmission Easement Area by September 1, 2017, TSP and Generator will work toward finding a site that does meet TSP's approval and will amend this Agreement, including TSP's In-Service Date(s), as necessary.

(f) Generator shall, at no cost to TSP, release any encumbrance that Generator may have and that is unacceptable to TSP on the acquired Substation Site, access road and utility services easement(s) (if any) between the Substation Site and the public roadway and Transmission Easement Area.

(g) TSP shall have the right to install, remove, replace, maintain, operate, inspect, and test its equipment on the property of the Generator within the Transmission Easement Area and the right of access, ingress and egress to and from the property of the Generator at all times for the purpose of installing, removing, replacing, maintaining, operating, inspecting, and testing its equipment as provided for in this Agreement or as may be necessary to comply with the purposes and objectives of this Agreement and provided that proper notice shall be given to the other Party in the interest of safety to employees and continuity of service.

(h) Any and all equipment, apparatus, devices, or facilities placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be and remain the property of the Party owning and installing such equipment,

apparatus, devices, or facilities, regardless of the mode and manner of annexation or attachment to real property.

13. Special Operating Conditions:

A). Quality of Power. Generator shall provide a quality of power into the TSP system consistent with the applicable ERCOT Requirements and NERC guidelines.

B). Harmonics. The Generator's alternating current generating system must have a frequency of 60 Hz, be designed for balanced three-phase operation, not cause unreasonable imbalance on the ERCOT system or the TSP Switchyard equipment, and adhere to the recommendations in Institute of Electrical and Electronic Engineers Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems (IEEE 519), or its successor.

C). Voltage, Frequency and Reactive Support.

(a) Generator shall have and maintain the reactive capability as required in the ERCOT Requirements.

(b) Generator shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the ERCOT requirements for Voltage Ride Through (VRT) capability.

(c) The Generator shall be equipped with both frequency and voltage controls and shall be operated in synchronism with the TSP's system with such controls in service. Generator shall notify the TSP at any such time that such controls are out of service.

D). ERCOT Operating Arrangements. A special ERCOT-approved operating arrangement such as a Remedial Action Plan or Special Protection System may be required either prior to, or after, Commercial Operation. The terms "Remedial Action Plan" and "Special Protection System" shall have the meanings as set forth in the ERCOT Requirements. TSP and ERCOT will examine the need and feasibility of these arrangements in cooperation with the Generator. In the event that ERCOT determines that such an arrangement is required, then TSP, ERCOT, and Generator will cooperate to design and install the necessary facilities, to be operational for the duration of the period where such Remedial Action Plan or Special Protection System may be necessary.

E). Back-up Power during Point of Interconnection Outage. The Generator acknowledges that this Point of Interconnection may not always be available due to maintenance or other outage activities and at these times of unavailability the loss of both generator output and power delivery to the Generator will not be the responsibility of the TSP. The Generator is responsible for providing any back-up power sources that it may require due to the unavailability of this Point of Interconnection for any period of time.

Exhibit "C1" Point of Interconnection Details

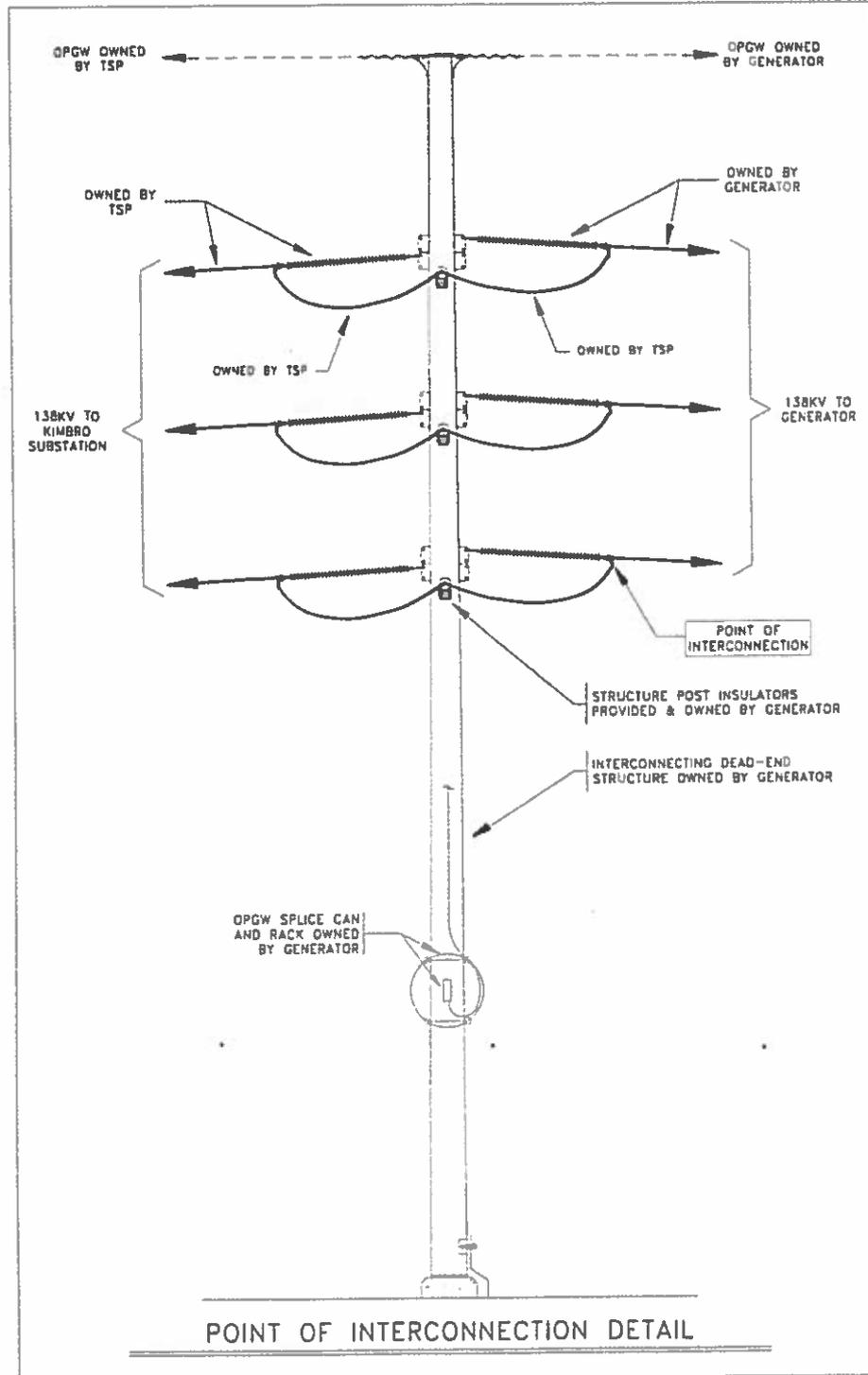


Exhibit "C2"

One Line Diagram – TSP Interconnection Facilities, Generation Interconnection Facilities and the Plant

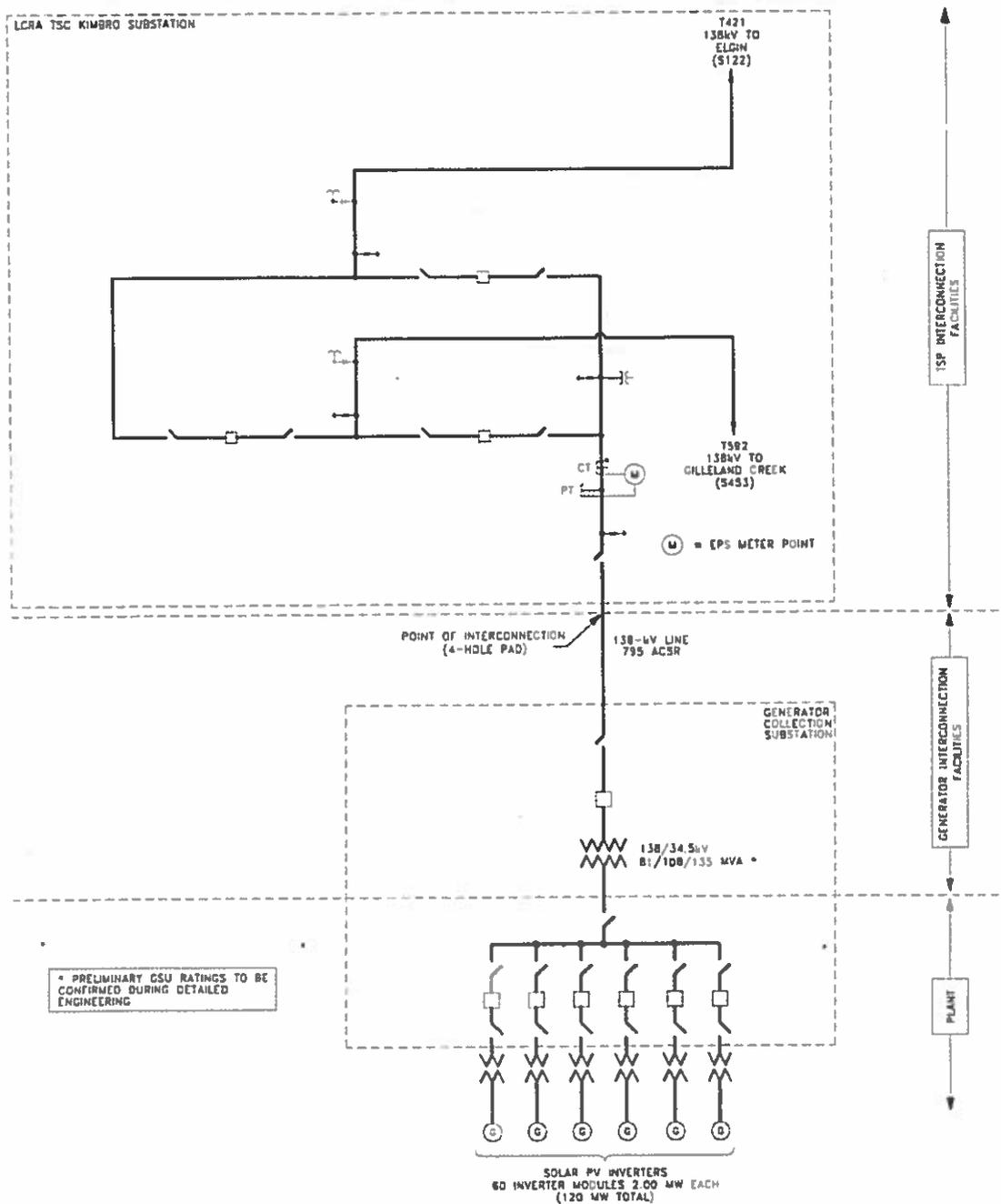


Exhibit "C3" Substation Location - TSP Interconnection Facilities

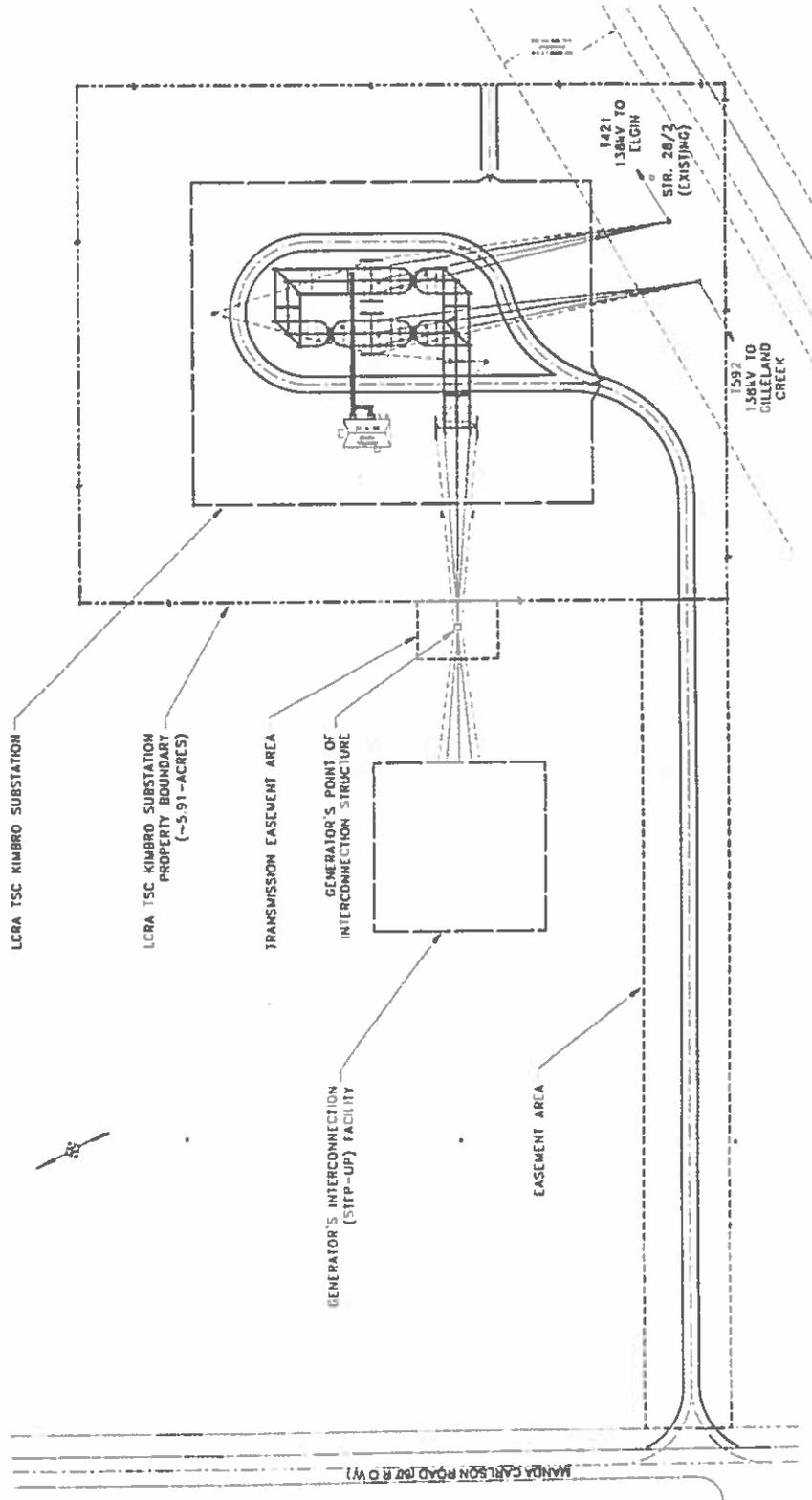


Exhibit "D"
Notice and EFT Information of the ERCOT Standard Generation Interconnection Agreement

(a) All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:

If to Transmission Service Provider :

If to Generator:

LCRA Transmission Services Corporation
Attn: Transmission Operations Manager
Address: P.O. Box 220
City, State, Zip: Austin, TX 78767
Operational/Confirmation Fax (512) 385-2146
24 Hour Telephone (800) 223-7622
E-mail: bill.hatfield@lcra.org

RRE Austin Solar LLC
Attn: Daven Mehta
Address: 1941 Oak Tree Road Suite 102
City, State, Zip: Edison, NJ 08820
Operational/Confirmation Fax:
24 Hour Telephone: (732) 558-3651
E-mail: daven@rresolar.com

(b) Notices of an administrative nature:

If to Transmission Service Provider :

If to Generator:

LCRA Transmission Services Corporation
Attn: LCRA Transmission Engineering Manager
Address: P.O. Box 220
City, State, Zip: Austin, TX 78767
Fax: (512) 578-4193
Phone: (512) 578-4149
E-mail: sergio.garza@lcra.org

RRE Austin Solar LLC
Attn: Daven Mehta
Address: 1941 Oak Tree Road Suite 102
City, State, Zip: Edison, NJ 08820
Fax:
Phone: (732) 379-4130; alternative: (732) 558-3651
E-mail: daven@rresolar.com

(c) Notice for statement and billing purposes:

If to Transmission Service Provider :

If to Generator:

Company Name (Same as (b) above)
Attn:
Address
City, State, Zip
Phone: _____
E-mail _____

RRE Austin Solar LLC
Attn: Accounting
Address: 1941 Oak Tree Road Suite 102
City, State, Zip: Edison, NJ 08820
Phone: (732) 379-4130; alternative: (732) 558-3651
E-mail: daven@rresolar.com

(d) Information concerning Electronic Funds Transfers:

If to Transmission Service Provider :

If to Generator:

Bank Information: - Not Applicable
City, State
ABA No

Bank Information: - Not Applicable
City, State:
ABA No.

for credit to
Account Name:
Account No.

for credit to
Account Name:
Account No.

Exhibit "E"

Security Arrangement Details

In accordance with the dates in Exhibit "B" Generator shall cause to be established pursuant to Section 8.3 of Exhibit "A", and shall at all times through the earlier of (i) five (5) Business Days after the date upon which TSP receives written notification from Generator that Commercial Operation has been achieved or (ii) ninety (90) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the "Final Expiration Date"), cause to be maintained in full force and effect a cash deposit or other security reasonably acceptable to TSP ("Security Instrument") for the benefit of TSP in a commercially acceptable form consistent with this Exhibit "E" and otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld, in the amounts and for the periods set forth below.

In accordance with Section 8.3 of Exhibit "A", any repayment or return of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT.

Business Day means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are permitted or required to be closed.

Generator may replace a cash deposit with a Letter of Credit after review and acceptance of a Letter of Credit from a bank acceptable to TSP. TSP shall return the cash deposit to Generator in exchange for the Letter of Credit once the Letter of Credit is fully acceptable to TSP.

Notwithstanding the Expiration Dates there shall be no obligation by Generator to establish or maintain the Security Instrument after the Final Expiration Date and any Security Instrument outstanding as of the Final Expiration Date shall be immediately surrendered by TSP.

The maximum stated amounts, Effective Dates, and Expiration Dates of the Security Instrument(s) shall be as follows:

Maximum Stated Amount	Effective Date	Expiration Date
Initial amount of \$481,000 for Design	June 6, 2017	March 31, 2020
Additional amount of \$2,264,000 for Procurement	July 3, 2017	March 31, 2020
Additional amount of \$1,765,000 for Construction to bring Total to \$4,510,000	September 1, 2017	March 31, 2020

Failure to deliver or maintain the Security Instruments in the amounts and for the periods set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and shall be subject to a five (5) Business Day cure period, which shall commence following receipt by Generator of written notice from Transmission Service Provider.

“Letter of Credit” shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and TSP-approved (which approval shall not be unreasonably withheld), major U.S. commercial bank or a major foreign commercial bank with a U.S. branch office with a credit rating of at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service (“Bank”). A Bank approved by TSP for the initial Letter of Credit shall be deemed approved for a subsequent Letter of Credit absent any adverse change in credit rating between the initial Effective Date and the Effective Date for such subsequent Letter of Credit. An adverse change in credit rating shall be deemed to have occurred if the issuer of the then current Letter of Credit has a credit rating of less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service. If the issuer of the current Letter of Credit suffers such adverse change in credit rating, it shall no longer be a TSP-approved Bank for purposes of issuing commercially acceptable security for this Agreement until its rating has been increased to at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service.

If at any time during the term of this Agreement, the TSP-approved bank which has issued the then current Letter(s) of Credit suffers a credit rating reduction to less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service, Generator shall replace that Letter(s) of Credit with another Letter(s) of Credit of the same amount and with the same beneficiary from another TSP-approved bank of Generator’s choice or provide a cash deposit in lieu of such Letter(s) of Credit, within fifteen Business Days of the date of such reduction in rating. Failure to deliver a replacement Letter(s) of Credit within fifteen Business Days of the date of a reduction in rating shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

Exhibit "F"

Full Interconnection Study Agreement



LCRA TRANSMISSION SERVICES CORPORATION

January 4, 2016

Daven Mehta, Chief Executive Officer
RRE Austin Solar, LLC
1941 Oak Tree Road Suite 102
Edison, NJ 08820

Office (732) 379-4130
Mobile (732) 558-3651
Email: daven@rresolar.com

RE: Full Interconnection Study Agreement for ERCOT Generation Interconnection Request # 15INR0090

Dear Mr. Mehta:

In response to RRE Austin Solar, LLC ("Requestor") generation interconnection request to the Electric Reliability Council of Texas ("ERCOT"), which has been assigned Generation Interconnection Request #15INR0090 and assigned by ERCOT, to LCRA Transmission Services Corporation ("LCRA TSC") as the lead transmission service provider to conduct the required study work, it has been determined that additional study ("Study") will be required.

This letter agreement ("Agreement") provides the terms and conditions under which LCRA TSC will proceed to perform the Study necessary to address the interconnection need expressed by your company to deliver and receive electrical power at points of interconnection with the Pflugerville Solar generation project ("Facilities") in Travis County, Texas.

In consideration of the mutual agreements set forth below, LCRA TSC and Requestor agree as follows:

1. The principal work product of the LCRA TSC's involvement in this Study for Generation Interconnection Request #15INR0090 will be a report (or set of reports) that contains the Steady State portion of the Full Interconnection Study report for mutually agreed upon alternatives that would allow interconnection and dispatch of the Facilities at the scenarios evaluated as part of this Study.
2. LCRA TSC estimates that this work may be completed at a cost of \$19,000 and will be completed within or before the time frame described in the tentative schedule attached hereto and incorporated herein as Exhibit A. LCRA TSC and Requestor have agreed

RRE Austin Solar, LLC 15INR0090

Page 1 of 5

P.O. BOX 220 • AUSTIN, TEXAS • 78767-0220 • (512) 473-3200 • 1-800-776-5272 • WWW.LCRA.ORG

JMM

upon the Scope of Work attached hereto and incorporated herein as Exhibit B. If at any time the actual cost of this Study exceeds the estimated cost stated in this Scope of Work, LCRA TSC will inform Requestor by email directed to Daven Mehta, Chief Executive Officer, RRE Austin Solar, LLC (daven@rresolar.com) of the additional cost. Requestor may at any time request in writing (e-mail is acceptable and should be directed to the undersigned or his designee) that LCRA TSC cease work on this Study, and LCRA TSC will discontinue incurring any further cost on this Study. If mutually agreed upon in writing (e-mail is acceptable and should be directed to the individuals identified hereinabove), the schedule outlined for this Study can be adjusted by LCRA TSC as this Study progresses to account, for example, for delays in obtaining study data from Requestor or to meet other needs of LCRA TSC and Requestor. Requestor further understands that the cost estimate described herein is only an estimate of the cost and Requestor agrees to compensate LCRA TSC for the actual cost of this Study. The actual cost of this Study ("Cost Determination") will be determined as soon as possible, but no sooner than ninety (90) days following the subsequent execution of the associated Standard Generator Interconnection Agreement (SGIA) or at an earlier time if Requestor has requested in writing that LCRA TSC cease work on this Study. Actual cost will include current salary or wage rates including overhead and benefits for the LCRA TSC and Lower Colorado River Authority personnel performing this work and may include other typical expenses incurred such as, but not limited to, services provided by an outside engineering firm, travel expenses, telephone calls, facsimiles, printing, reproduction, supervisory overhead and postal services. Requestor must pay for this Study in advance. If it becomes necessary to employ the services of an outside engineering firm to complete this Study, then the costs will be included in the cost of this Study. In the event that the cost estimate contained herein (the "Cost Estimate") exceeds the Cost Determination, LCRA TSC shall return any excess advance payment made by Requestor within ninety (90) business days of the Cost Determination. If the Cost Determination exceeds the Cost Estimate, then the Requestor shall make payment upon its receipt of an invoice for such excess. In the event that the Requestor disputes any portion of an invoice, Requestor shall provide a written notice of such dispute to LCRA TSC identifying its basis for such dispute in reasonable detail. The parties shall work in good faith to resolve any disputes.

3. Requestor will provide to LCRA TSC information as reasonably required by LCRA TSC to perform this Study as described in the "Scope of Work" attached to this Agreement. The progress of this Study may be interrupted and completion of this Study delayed until Requestor has provided the necessary study data requested by LCRA TSC to perform this Study. LCRA TSC will request all necessary data in a timely manner.
4. Any meetings necessary to discuss any aspects of this Study will be held at the LCRA offices in Austin, Texas or if mutually agreed upon, another location or by telephone conference.
5. Non-confidential computer input and output data, planning, operating, design and other documents, work papers, drawings, assumptions and other material that form the basis for

HMM

this Study will be provided to Requestor for its review and duplication at the LCRA offices in Austin, Texas.

6. LCRA TSC and Requestor have considered the risks and potential liabilities that may arise during the performance of this Study and, in consideration of the promises included herein, agree to allocate the risks and liabilities in the following manner:

LCRA TSC WILL CORRECT, OR CAUSE TO BE CORRECTED, AT NO ADDITIONAL EXPENSE TO REQUESTOR. ANY ERRORS IN THIS STUDY WHICH COME TO LCRA TSC'S ATTENTION AND ARE CAUSED BY LCRA TSC. LCRA TSC MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE RESULTS OR INFORMATION CONTAINED IN THIS STUDY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF EACH PARTY WITH RESPECT TO THIS AGREEMENT AND THIS STUDY, INCLUDING LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE, INTENTIONAL TORTS, AND STRICT LIABILITY) WARRANTY, INDEMNITY, AT COMMON LAW, BY STATUTE AND OTHERWISE, WILL BE LIMITED TO THE TOTAL COMPENSATION PAID TO LCRA TSC FOR THIS STUDY AND WILL NOT INCLUDE ANY CONTINGENT LIABILITY OR CONSEQUENTIAL DAMAGES TO REQUESTOR OR TO ANY THIRD PARTY. THE OBLIGATIONS AND LIABILITIES OF LCRA TSC HEREIN ARE IN LIEU OF, AND REQUESTOR HEREBY WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL DAMAGES, WHETHER OR NOT OCCASIONED BY LCRA TSC'S NEGLIGENCE.

EACH PARTY WILL INDEMNIFY, PROTECT AND HOLD HARMLESS THE OTHER PARTY; ITS AFFILIATES, AFFILIATE OFFICERS, DIRECTORS AND EMPLOYEES; AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY AND ALL LOSSES, DAMAGES AND EXPENSES, INCLUDING JUDGMENTS, COSTS AND ATTORNEYS' FEES TO ANY PERSON OR ENTITY WHICH RESULT FROM SUCH PARTY'S PERFORMANCE OF, OR FAILURE TO PERFORM, THIS AGREEMENT OR THIS STUDY. EXCEPT TO THE EXTENT, SUCH LOSS, DAMAGE OR EXPENSE WILL OCCUR OR BE CAUSED, BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PARTY IN WHOLE OR IN PART, ITS AFFILIATES; AFFILIATE OFFICERS, DIRECTORS, AND EMPLOYEES; AND ITS AGENTS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS. INDEMNITIES SHALL BE LIMITED TO THE EXTENT REQUIRED BY APPLICABLE LAW.

7. This Agreement, establishing the parameters of this Study for the Generation Interconnection Request #151NR0090, and all its referenced appendices and exhibits, constitutes the complete agreement between LCRA TSC and Requestor as of the effective date of this Agreement and supersedes any and all agreements, oral or written, made or dated prior thereto.

HMM

- 8. Term and Termination.
 - a. Unless terminated earlier as provided herein, this Agreement will become effective on the date of the last party's execution and will remain in effect until the Parties have finalized this Study report or set of reports, as agreed by the Parties in the schedule ("Term").
 - b. This Agreement may be terminated prior to the expiration of the Term, upon ten (10) days prior written notice from the terminating party to the other party as follows:
 - i. Requestor may terminate this Agreement at any time by providing written notice to LCRA TSC; or
 - ii. either party may terminate this Agreement if:
 - 1. Requestor notifies LCRA TSC in writing that this Study is to be cancelled or abandoned, or
 - 2. Requestor has requested that LCRA TSC delay or suspend any part of the Work and has not requested LCRA TSC to recommence the Work on or before three hundred sixty (360) days after such requested suspension.

9. Points of contact for LCRA TSC and RRE Austin Solar, LLC are as follows:

LCRA Transmission Services Corporation	Kristian Koellner Lower Colorado River Authority 3700 Lake Austin Blvd. P.O. Box 220 Austin, TX 78703 Kristian.Koellner@lcra.org (512) 578-4573
--	---

Requestor	Daven Mehta, Chief Executive Officer RRE Austin Solar, LLC Office (732) 379-4130 Cell (732) 558-3651 Email: daven@rresolar.com
-----------	--

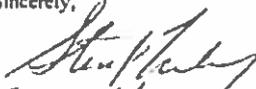
for all notices under this agreement.

- 10. This Agreement will be deemed executed in Austin, Texas and will be interpreted, governed by and construed under the laws of the State of Texas without recourse to any conflicts of law principles, which may refer this matter to the laws of any other state.

HMM

If you agree with the foregoing, please acknowledge this by having your authorized representative sign both originals of this letter in the space indicated below and return one original to me.

Sincerely,


Street Nelson
Sr. VP Transmission Business Development
Ross Phillips
Vice President and Chief Operating Officer
LCRA Transmission Services Corporation
Ross.Phillips@lcra.org

Requestor 
By: _____
Name: HIREN MEHTA
Title: CAO
Company: RRE Austin Solar, LLC
Date: 01/07/2016

**AMENDMENT NUMBER FOUR OF
ECONOMIC DEVELOPMENT AGREEMENT
FOR PROPERTY TAX REBATES
BETWEEN TRAVIS COUNTY AND
EAST BLACKLAND SOLAR PROJECT 1 LLC**

This Amendment Number Four of the Economic Development Agreement is entered into by and between County of Travis, a corporate and political subdivision of the State of Texas (“County”), and East Blackland Solar Project 1 LLC, a Delaware Limited Liability Company duly authorized to transact business in Texas, its successors and assigns (“Company”). County and Company are jointly referred to as “the Parties.”

RECITALS

County and RRE Austin Solar L.L.C. entered into an Economic Development Agreement For Property Tax Rebates Between Travis County And RRE Austin Solar L.L.C. (“Agreement”) to provide for economic incentives in the form of property tax rebates. Under the Agreement, RRE Austin Solar L.L.C. agreed to construct a new 120 Megawatt Capacity Solar Farm which would generate clean renewable energy and maintain regional offices in Travis County.

The Agreement provides for assignment by written document signed by RRE Austin Solar L.L.C. and the Assignee and approved by County. The Agreement was assigned from RRE Austin Solar L.L.C. to Company on April 19, 2020.

The Agreement provides for changes by written document signed by both Parties and the Parties desire to amend the Agreement to reflect mutually agreed upon changes.

The Parties have previously agreed to amend the Agreement to extend the time period for performance by Company (Amendments 1, 2 and 3).

The Parties desire to amend the Agreement to extend performance deadlines and to reflect revised performance requirements.

AGREEMENT

Now, therefore, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1. **Amendment of Definition: Completion Date.**

1.1 Section 1.6 “Completion Date” as amended in Amendment Three is deleted and replaced in its entirety with the following:

1.6 “Completion Date” means the actual date of receipt by County of documentation establishing completion of the Project to County’s satisfaction. The Parties agree that the Completion Date will occur on or before December 31, 2021.

2. **Amendment of 4.2.1 Reporting and Payment of Agreement Funds.** Subsection 4.2.1 as amended in Amendment Three is deleted and replaced in its entirety with the following:

4.2.1 **Reporting/Completion/Payment Dates.** The following dates will guide performance, reporting and payment under the terms of the Agreement. The Parties agree that, at any time, reporting, compliance determination and monitoring may allow for payment on an earlier schedule or may require payment on a later schedule, and the Parties will both cooperate to meet all Agreement requirements and provide for payment as expeditiously as possible. However,

the following guidelines will be utilized to direct reporting, monitoring and payment to the best abilities of the Parties:

- (a) 1/1/10 – 12/31/10 Effective Year Value determined by TCAD
- (b) 1/14/11 Signature/Effective Date
- (c) 1/1/19 First list of purchase agreements, service providers and customers due
- (d) 1/1/20 Payment Term begins (payment made in 2020 will be based on 2019 performance)
- (e)* 3/31/20 Annual Report due as to performance for 2019
- (f)* 7/31/20 County response due on Annual Report (subject to Section 4.2.3)
- (g)* 5/1/20 – 9/30/20 County budget process for FY 2021
- (h) ~8/1/20 ~ 12/31/21 4 FTE's at Facility for project management until construction completed
- (i) ~8/1/20 ~ 12/31/21 Average of 4,000 position hours per week during construction period with between 100 and 400 construction workers onsite during construction period
- (j)* 10/31/20 County payment due (if full compliance confirmed)
- (k) 1/1/21 Second Year of Payment Term Begins (payment made in 2021 will be based on 2020 performance)
- (l)* 3/31/21 Annual Report due for 2020 compliance
- (m)* 7/31/21 County response due on Annual Report (subject to Section 4.2.3)
- (n) 7/31/21 Completion Date (estimated construction end date)
- (o)* 5/1/21 – 9/30/21 County budget process for FY 2022
- (p)* 10/31/21 County payment due (if full compliance confirmed)
- (q) 12/31/21 No-Later-Than Completion Date for Facility
- (r) ~12/31/21 1 FTE at Facility to operate and maintain after construction completed until Termination date
- (s) 12/31/32 End of Payment Term (last payment due in 2033); Termination Date for Agreement

* Report/Payment process repeats each year of Payment Term.

3. **Amendment of 5.1.1.** Section 5.1.1 as amended in Amendment Three is deleted and replaced in its entirety with the following:

5.1.1 **Required Components.** The following components of the Project must be completed pursuant to the terms of this Agreement for Company to receive and retain the full amount of Agreement Funds:

- (a) **Property.**
 - (i) **Description.** The Project shall include the development, completion and maintenance of a new Facility at the intersection of Manda Carlson and Felder Road, Pflugerville, Texas, on at least 932 acres on a portion of the Property, as set forth in Subsection 5.1.1(d) and all other applicable provisions of this Agreement, such portion of the Project to be described more fully in Attachment B to this Agreement.
 - (ii) **Ownership.** By execution of this Agreement, Company warrants that the
 - (1)(a) Property is currently leased by Company or by an affiliate of Owner; or;
 - (1)(b) Company has an option or agreement to purchase the Land
 and

(2) Property will be owned by Company by the time the Payment Term begins;

and

(3) Property is not located in an improvement project financed by tax increment bonds;

and

(5) Property does not include any property that is owned or leased by a member of the Commissioners Court.

(iii) Usage. Company warrants that the Property will continue to be used during the Agreement Term as described herein to continue the encouragement of development of the Property during the Agreement Term.

(b) Jobs.

(i) Definitions.

When referring to "jobs" created by Company pursuant to this Agreement, that reference will mean new permanent FTE's (Full Time Equivalents), each of which references an employee who is scheduled to work 40 hours per week at the Property on assignments directly related to the Project and receives full time benefits of at least paid vacation, paid sick leave and health insurance. To be reported, the permanent FTE must be filled no less than ten (10) out of the twelve (12) months of each year for which the Annual Reporting Form is completed. For purposes of counting jobs, Company may count jobs created by subcontractors, if the jobs will be directly related to the Project and working full time on the Project and withing Travis County. Company and County agree that this definition of FTE does not allow Company to claim credit under this Agreement for part time positions.

When referring to "jobs" created by construction contractors working for Company pursuant to this Agreement, that reference will mean positions, each of which references an employee who is scheduled to work 40 hours per week at the Property on construction of the Facility and supporting infrastructure whose hourly rate of pay equals at least the county living wage applicable to the period when the work is being done.

(ii) Risk Management Requirements

(1) Company shall maintain workers compensation insurance coverage or require its subcontractors maintain workers compensation insurance coverage for all of its FTEs from the date on which construction begins until the termination of this Agreement. From the date on which construction begins until the date on which all construction workers have left the site, Company shall require its contractors and subcontractors to maintain workers compensation insurance coverage for all of the jobs created and maintained for construction work related to this Project and pursuant to this Agreement.

(2) From the date on which construction begins until the date on which all construction workers have left the site, Company shall require its contractors and subcontractors to maintain level 10 and level 30 OSHA safety certification for all of the jobs created and maintained for construction work related to this Project and pursuant to this Agreement.

(iii) Total Number of Jobs at the Facility During Construction Phase. The Company agrees to create and maintain four (4) new permanent FTEs at the Facility (to

include Company employees or subcontractor employees), throughout the construction period.

(iv) Total Number of Construction Jobs at the Property. Company has represented that it anticipates that during the construction period Company or its subcontractors will have an average of 100 construction jobs with as many as 400 jobs at peak periods and fewer jobs at start-up and completion periods.

Company agrees to contract with vendors to construct the Facility and to ensure that these vendors create and maintain an average of at least 4,000 position hours worked per week during the construction period. County and Company intend that this average applies to every week during the construction period but understand that Company will not have 4,000 position hours during each week. To calculate the number of 4,000 position hours required, Company and County shall:

1. Count the number of weeks from the actual date on which construction began (“Commencement Date”) until the earlier of the Completion Date or the end of the Reporting Period. If the count results in a partial work week, each work day shall be counted as .20 of a work week in the count.
2. Multiply the number of weeks counted as a result of step 1. by 4,000 which equals “Number of Position Hours Required by End of Reporting Period”.
3. Calculate the number of hours actually worked and paid for by Company from the Commencement Date until the earlier of the Completion Date or the end of the Reporting Period which equals “Actual Hours Worked”.
4. Divide the Actual Hours Worked by the Number of Position Hours Required by End of Reporting Period. If the resulting quotient equals one or more, there is no adjustment to the Rebate for non-compliance with Job requirements during construction period. If the resulting quotient equals less than one (1), that quotient is the “Non-Compliance Adjustment” for non-compliance with Construction Period Job Requirements.

The construction period must begin no later than is required to complete construction of the Project by December 31, 2021.

In reporting positions, Company may combine time worked in different positions by different workers to determine the average and obtain at least 4,000 position hours per week during the construction period. Company and County agree that this definition of jobs created by construction contractors does allow Company to claim credit under this Agreement for hours worked in part time positions.

(v) Total Number of Jobs at the Facility after Completion of the Construction Period. The Company agrees to create and maintain one (1) new permanent FTE within Travis County (said FTE to include Company or subcontractor employees) to provide project maintenance and supervise operations from the date on which commercial operations begin (even if this is before all construction workers have left the site) until the termination of this Agreement and while the Facility is operational.

(c) Investment.

(i) Schedule. Company expects to invest at least \$110 million in improvements, facilities and structures affixed to the real property (exclusive of the cost of the Property itself) and Eligible Property no later than December 31, 2021.

(ii) Documentation. Documentation of the investment made by Company will be shown by including a copy of Company's rendition to TCAD of new improvements made to the Property during each year and for that year of the Agreement Term.

(iii) Decrease in Amount. The Parties agree that the above amount is based upon current and best estimate of costs related to the construction and installation of the Facility. If Company invests in an amount less than the investment amounts listed in 5.1.1(c)(i) but the Facility meets and maintains production at the level required by production requirements of 5.1.1(d)(iii), the Company shall be deemed to be in compliance with the investment requirements of this Agreement.

(d) Construction Period.

The period of time during which the Company is constructing the Facility is described as follows:

(i) Commencement. Company plans to commence construction of the Facility according to the following schedule:

1. Issue a full notice to proceed to a contractor in order to commence remodeling, construction and completion of improvements on the Property by the Completion Date.
2. Diligently pursue such construction to completion by the Completion Date

(ii) Completion. Inspections shall take place as necessary to ensure compliance with the Agreement prior to the Completion Date. Throughout the Agreement Term, the requirements of all applicable County and City of Pflugerville codes and ordinances must be met.

Company will complete construction of the Facility no later than December 31, 2021. The following will establish completion of the construction period to County's satisfaction as set forth in this Agreement:

1. Having completed the installation of substantially all of the equipment for operation; and,
2. start-up of the Facility as evidenced by Company's issuance to all applicable subcontractor(s) of mechanical completion certificates for this Facility that indicate this Facility that will produce at least 150,673MWh of power generation.

(iii) Production. Company shall install solar panels to provide for total production capacity at the point of interconnection of at least 150,673MWh of power generation no later than December 31, 2021.

(iv) Compliance. The Parties agree that Company will make its best efforts to meet the plans and goals set forth in subsection 5.1.1(c) ("Investment") and 5.1.1(d)(i) ("Commencement") and 5.1.1(d)(ii) ("Completion") above, and will provide reporting documentation as to the status of each requirement in the applicable reporting years. However, to comply with requirements of the Agreement upon which rebate will be based, as long as Company meets the production requirements set forth in Subsection 5.1.1(d)(iii), Company will be deemed in compliance with the Construction requirements of this Agreement. It is understood that the terms set forth in Sections 5.1.1(c) and 5.1.1(d)(i) and 5.1.1(d)(ii) are goals only, and complete compliance with those goals in not

required for Company to be in compliance with requirements necessary to receive the rebate under this Agreement. Compliance with Section 5.1.1(d)(iv) is required for Company to receive payment under this Agreement.

(v) Failure to Complete Construction by December 31, 2021. If Company fails to complete construction by December 31, 2021, this Agreement may be terminated by County and of no further effect. County will require documentation of completion of construction as reasonably determined by County. Such documentation may include investment amounts, construction, etc. and shall be included in the Annual Reporting Form prepared by Company.

(e) Local Labor and Materials. Company will and shall cause its subcontractors to make reasonable efforts to purchase all materials, products, supplies, equipment and other purchases, related to both construction and ongoing maintenance and operations, from local companies (first preference to Texas materials and supplies, then preference for materials and supplies made in the United States). County and Company acknowledge that obtaining some or all of the solar panels themselves in the United States may not be viable but Company must use reasonable efforts to purchase all other materials within these guidelines. Company will make reasonable efforts to hire locally for at least 50% of the workers for construction of the Facility (first preference to workers residing at zip codes within Travis County, then preference for workers residing at zip codes within Bastrop, Lee, Milam, Bell and Williamson Counties and then preference for workers residing at zip codes within the State of Texas). Company will provide reporting documentation to reflect reasonable efforts achieved under this Section 5.1.1(e).

(f) Purchase Agreements. Company will enter into purchase agreements and provide County with a list of service providers and customers. Such reports shall begin no later than December 31, 2019, and continue annually as a part of the Annual Reporting Form thereafter through the Agreement Term.

(g) OTJ Education. Company shall develop a paid internship program in conjunction with Austin Community College ("ACC") as agreed to by Company and ACC. Company shall maintain workers compensation insurance coverage for all of the interns in the program. The program shall begin on the date on which commercial operations begin and continue until the termination of this Agreement. For 10 weeks each semester, the program shall provide one (1) student from ACC with an internship with Company for which the student will be

- (1) scheduled for training and work at least 10 hours per week at the Property
- (2) trained on the use of the Facilities software system and reporting, and
- (3) paid an hourly rate at least equal to the county living wage applicable to the period when the training and work are performed.

Annual reporting will reflect at least full names and addresses of interns, work schedule, pay roll documentation of time, date and hours worked.

(h) Community Development. Company agrees to meet the following commitments to the community surrounding the Facility:

(A) Company will include in the construction of the Facility all roads, drainage, and other infrastructure as required by applicable law to maintain current levels of drainage and groundwater runoff.

(B) Company will ensure that the Facility is adequately lighted, protected by secure fencing and security gates, and that other appropriate security measures are taken. Company will install the fencing at a minimum 50 feet setback distance from adjacent property owners' property and will utilize berming or other visual barriers to enhance the appearance of the Facility, substantially as set forth in Attachment E (Visual Project

Enhancements) and otherwise in a manner that is satisfactory to any applicable regulatory authority. RAZOR FENCING WILL NOT BE UTILIZED BY COMPANY.

(C) Company will participate with the efforts of a Citizens' Committee of the Blackland Farmer's Association. Company will use its best efforts to keep the community informed of the progress of the Project by providing the Citizens' Committee quarterly reports updating the Committee on the activities and progress on the Facility and the issues affecting the Project and community that occurred during the previous quarter of the calendar year. After December 31, 2021 Company will continue to use its best efforts to keep the community informed of the success of the Project by providing the Citizens' Committee annual reports updating the Committee on the activities and operations of the Project and the issues affecting the Project and community that occurred during the previous year until the termination of this Agreement. The Company will use its best efforts to solicit viewpoints from the community and mitigate any disturbance to the community. Annual reporting by the Company will reflect the Company's participation with the Committee.

(i) Environmental Attention. The Project will be completed and maintained in a manner which preserves and respects the natural environment. Company shall not violate any federal, state, or local legislation and/or regulation(s) which prohibit or regulate deleterious effects on the environment within the Project. This Property may NOT be located over an environmentally sensitive aquifer or contributing zone, and Company hereby certifies that Property is not located over an environmentally sensitive aquifer or contributing zone. Company shall work with Travis County Transportation and Natural Resources Department, Texas Parks and Wildlife Department and the Native Prairies Association of Texas to restore and maintain native Blackland prairie grasses by implementing reseeding programs at the Property no later than December 31, 2021 and continue these as needed until the termination of this Agreement.

(j) HUB Participation. Company shall work with the Historically Underutilized Business ("HUB") Program in the Travis County Purchasing Office to establish appropriate HUB goals for all contracting and subcontracting efforts related to the Project. This requirement shall apply to Contractor's construction and operation of the Facility.

(k) Property Use. Property shall consist of commercial workplace to be utilized as a 150,673 MWh capacity solar power production facility.

(l) Parking. Project will be completed in a manner which includes as little impervious cover parking as reasonably possible. This parking shall be installed no later than December 31, 2021 and be maintained until the termination of this Agreement.

4. **Amendment of 10.3 Company Address.** Subsection 10.3 as amended by the Assignment of Economic Development Agreement for Property Tax Rebates between Travis County and RRE Austin Solar LLC is deleted and replaced in its entirety with the following:

10.3 Company Address. The address of the Company for all purposes under this Agreement and for all notices hereunder shall be:

Attention: Office of General Counsel
East Blackland Solar Project 1 LLC
3000 Oak Road,
Walnut Creek, CA 94597
Phone #: (415) 675-1500
Fax #: (415) 675-1501
Email: Legal@RecurrentEnergy.com

With copy to:

Attention: Michael Arndt, President
East Blackland Solar Project 1 LLC
3000 East Cesar Chavez Street Suite 400,
Austin, Texas 78702
Phone #: (512) 240-9107
Fax #: (415) 675-1501
Email: Michael.Arndt@RecurrentEnergy.com

- 5. **Amendment of Attachment B**. The Attachment B attached to Amendment Three is deleted and replaced it in its entirety with the Attachment B 2020 Description of Property and Project and Project Location Map, including Exhibit "C3" which is attached to this Amendment Four.
- 6. **Deletion of Section 11 of Amendment Three.** Section 11 of Amendment Three is deleted in its entirety.
- 7. **Incorporation of Agreement**. County and Company incorporate this Amendment 4 into the Agreement as amended by the 2012 Amendment, Amendment 2 and Amendment 3. County and Company ratify all the terms and conditions of the Agreement as previously amended and as amended in this Amendment 4 and confirm that as of the date hereof, the Agreement is and remains in good standing and in full force and effect, and neither Party has any claims, counterclaims, set-offs, or defenses against the other arising out of the Agreement. The Agreement with the changes made in this Amendment 4 constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Agreement not specifically amended herein remain the same and in full force and effect.

TRAVIS COUNTY

DocuSigned by:
Andy Brown
By: _____
C21317DB291D47D...
Andy Brown
Travis County Judge

Date: 12/11/2020

EAST BLACKLAND SOLAR PROJECT 1 LLC

DocuSigned by:
Michael Arndt
By: _____
8599D8DFE617454...
Michael Arndt
President

Date: 12/7/2020

ATTACHMENT B
DESCRIPTION OF PROPERTY AND PROJECT

LEGAL DESCRIPTION OF PROPERTY

See Next 9 Pages

DESCRIPTION OF PROJECT

The Project is a solar farm development known as the Pflugerville Solar Farm, located on the Property described above and consisting of the installation and operation of approximately 489,000¹ solar panels. Upon completion, the Project is expected to generate at least 150,673MWh of renewable electricity.

PROPERTY IMPROVEMENTS:

Property improvements include:

- installation of the solar panels, including foundations for the panels
- installation of inverters
- construction of service roads
- construction of storm water drainage
- construction of a substation
- installation of underground cabling for connectivity to the LCRA substation
- construction of a maintenance warehouse
- construction of a site office/operations center, including the monitoring system and operations software
- construction of a security tower, security gates and lighting
- installation of fencing
- installation of berming
- construction of parking areas

¹ NTD: Updated to more closely reflect the quantity of solar panels being installed in the project. The slight reduction in overall quantity is due to improvements in solar panel efficiency requiring fewer panels to produce a certain amount of energy.

LEGAL DESCRIPTION OF PROPERTY

Tract 1:

BEING 211.614 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE I. LINDSEY SURVEY NO. 67, ABSTRACT NO. 476, THE WALTON HILL & WALTON SURVEY NO. 77, ABSTRACT NO. 2326 AND THE S. FOWLER SURVEY NO. 42, ABSTRACT NO. 302 AND BEING ALL OF THAT SAME 211.614 ACRE TRACT CONVEYED TO EAST BLACKLAND SOLAR PROJECT 1 LLC BY DEED RECORDED IN DOCUMENT NO. 2019031366 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 211.614 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN JULY, 2019:

BEGINNING at 2 inch iron pipe found in the east line of that same 76.066 acre tract conveyed to Kenneth D. & Elizabeth Schmidt by deed recorded in Document No. 2006024224 of said Official Public Records for an angle point of Felder Lane and the north corner hereof;

THENCE South 62°25'41" East a distance of 3280.93 feet along a southerly line of said Felder Lane to a 2 inch pinched iron pipe found for the north corner of that same 19.806 acre tract conveyed to Homer L. Johnson by deed Recorded in Volume 7799, Page 697 of the Deed Records of Travis County, Texas and the northern most east corner hereof;

THENCE South 28°39'49" West a distance of 1607.53 feet along the northwesterly lines of said 19.806 acre tract, that same 30.001 acre tract conveyed to Homer L. Johnson by deed Recorded in Volume 6669, Page 1645 of said Deed Records and the northwesterly line of that same 25.005 acre tract conveyed to Richard Weaver by deed recorded in Volume 5225, Page 54 of said Deed Records to a 1 inch iron pipe found for the west corner of said 25.005 acre tract and an interior corner hereof;

THENCE South 62°27'25" East a distance of 2030.56 feet along the southwesterly line of said 25.005 acre tract to a 1/2 inch capped iron rod set in the northwest line of Manda-Carlson Road for the southern most east corner hereof and from which a 1 inch iron pipe found for the east corner of said 25.005 acre tract found bears North 27°43'40" East a distance of 536.32 feet;

THENCE South 27°43'40" West a distance of 777.33 feet along said northwest line of said Manda-Carlson Road to a 1 inch iron pipe found for the east corner of that same 1 acre tract conveyed to Debra Sue Srnensky by deed recorded in Document No. 201184869 of said Official Public Records and a corner hereof;

THENCE along the northeasterly, northwesterly and southwesterly lines of said 1 acre tract the following 3 courses:

- 1. North 62°21'40" West a distance of 215.12 feet to a 1/2 inch iron rod with cap marked "Forest 1847" found for the north corner of said 1 acre tract and a corner hereof;**
- 2. South 27°39'32" West a distance of 194.84 feet to a 1/2 inch iron rod with cap marked "Forest 1847" found for the west corner of said 1 acre tract and a corner hereof;**

3. South 62°16'11" East a distance of 253.22 feet to a 1 inch iron pipe found in said northwest line of said Manda-Carlson Road for the south corner of said 1 acre tract and a corner hereof;

THENCE along said northwest line of said Manda-Carlson Road the following 2 courses:

1. South 04°23'29" West a distance of 70.82 feet to a 1/2 inch iron rod with orange washer marked "Lenz & Assoc." found for a corner hereof;

2. South 26°49'39" West a distance of 544.40 feet to a 1/2 inch iron rod found for the southerly east corner of that same 319.327 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in Document No. 2019031363 of said Official Public Records and the south corner hereof;

THENCE along the northerly lines and an easterly line of said 319.327 acre tract the following 3 courses:

1. North 62°26'47" West a distance of 1993.77 feet to a 1 inch hex bolt found for the most southerly west corner hereof and from which a 1 inch iron pipe found bears North 60°42'32" East a distance of 29.06 feet;

2. North 28°44'59" East a distance of 1311.97 feet to a 1 inch iron rod found for the most northerly east corner of said 319.089 acre tract and a corner hereof and from which a 1 inch iron pipe found bears South 80°16'47" West a distance of 5.94 feet and a 1/2 inch iron rod with orange washer found bears North 66°28'53" West a distance of 4.64 feet;

3. North 62°35'06" West a distance of 3412.25 feet to a 1/2 inch iron rod found in said east line of said 76.066 acre tract for the most northerly west corner hereof;

THENCE North 28°24'31" East a distance of 1886.77 feet along the southeasterly line of said 76.066 acre tract to the POINT OF BEGINNING and containing 211.614 acres of land, more or less.

Tract 2:

BEING 319.327 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE I. LINDSEY SURVEY NO. 67, ABSTRACT NO. 476, THE WALTON HILL & WALTON SURVEY NO. 77, ABSTRACT NO. 2326 AND THE S. FOWLER SURVEY NO. 42, ABSTRACT NO. 302 AND BEING ALL OF THAT SAME 319.327 ACRE TRACT CONVEYED TO EAST BLACKLAND SOLAR PROJECT 1 LLC BY DEED RECORDED IN DOCUMENT NO. 2019031363 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 319.327 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN JULY, 2019:

BEGINNING at 1/2 inch iron rod found in the northwest line of Manda-Carlson Road for the east corner of that same 56.133 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in Document No. 2019031369 and the south corner hereof;

THENCE North 62°54'16" West a distance of 2615.97 feet along the northerly line of said 56.133 acre tract to a 2 inch iron pipe found for the north corner of said 56.133 acre tract, the east corner of that same 80.16 acre tract conveyed to W.C. & Dorothy Anne Roundtree by deed recorded in Volume 12121, Page 172 of the Real Property Records of Travis County, Texas and a corner hereof;

THENCE North 63°08'34" West along the northerly line of said 80.16 acre tract at a distance of 2652.98 feet pass 1/2 inch iron rod with cap marked "RPLS 4249" found continuing in all a total distance of 2660.30 feet to a bent 2 inch galvanized iron pipe in concrete found in the east line of that same 12.0 acre

tract conveyed to John R. Rowland by deed recorded in Volume 12741, Page 947 of said Real Property Records for the north corner of said 80.16 acre tract and the southerly west corner hereof;

THENCE North 27°50'54" East a distance of 2339.75 feet along the easterly lines of said 12 acre tract, that same 12 acre tract conveyed to Benigno T. & Irma Valdez by deed recorded in Document No. 2002088232 and that same 51.00 acre tract conveyed to Bryan Rust by deed recorded in Document No. 20031255495 of said Official Public Records to a 1/2 inch iron rod found for the east corner of said 51.00 acre tract and a corner hereof;

THENCE North 62°53'48" West a distance of 136.53 feet along the northerly line of said 51.00 acre tract to a 2 inch iron pipe found for the south corner of that same 76.06 acre tract to Kenneth D. & Elizabeth Schmidt by deed recorded in Document No. 2006024224 of said Official Public Records and the most northerly west corner hereof;

THENCE North 28°24'24" East a distance of 802.56 feet along the easterly line of said 76.066 acre tract to a 1/2 inch iron rod found for the west corner of that same 211.614 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in Document No. 2019031366 of said Official Public Records and the north corner hereof;

THENCE along the southerly lines and a westerly line of said 211.614 acre tract the following 3 courses:

1. South 62°35'06" East a distance of 3412.25 feet to a 1 inch iron rod found for the most northerly east corner hereof and from which a 1 inch iron pipe found bears South 80°16'47" West a distance of 5.94 feet and a 1/2 inch iron rod with orange washer found bears North 66°28'53" West a distance of 4.64 feet;
2. South 28°44'59" West a distance of 1311.97 feet to a 1 inch hex bolt found for a corner hereof and from which a 1 inch iron pipe found bears North 60°42'32" East a distance of 29.06 feet;
3. South 62°26'47" East a distance of 1993.77 feet to a 1/2 inch iron rod found in said northwest line of said Manda-Carlson Road for the south corner of said 211.614 acre tract and the most southerly east corner hereof;

THENCE South 27°14'08" West a distance of 1784.48 feet along said northwest line of said Manda-Carlson Road to the POINT OF BEGINNING and containing 319.327 acres of land, more or less.

Tract 3:

BEING 56.133 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE S. FOWLER SURVEY NO. 42, ABSTRACT NO. 302 AND BEING ALL OF THAT SAME 56.133ACRE TRACT CONVEYED TO EAST BLACKLAND SOLAR PROJECT 1 LLC BY DEED RECORDED IN DOCUMENT NO. 2019031369 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 56.133 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN JULY, 2019:

BEGINNING at 1/2 inch iron rod found in the northwest line of Manda-Carlson Road for the south corner of that same 319.327 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in Document No. 2019031363 of said Official Public Records and the east corner hereof;

THENCE South 27°17'21" West a distance of 937.12 feet along said northwest line of said Manda-Carlson Road to a 5/8 inch iron rod with cap marked "RPLS 1753" found for the east corner of that

same 17.666 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in Document No. 2017174907 of said Official Public Records and the south corner hereof;

THENCE North 62°48'34" West a distance of 2614.56 feet along the northeast line of said 17.666 acre tract to a 1/2 inch iron rod set in the easterly line of that same 80.16 acre tract conveyed to W.C. & Dorothy Anne Roundtree by deed recorded in Volume 12121, Page 172 of the Real Property Records of Travis County, Texas for the north corner of said 17.666 acre tract and the west corner hereof and from which a 5/8 inch iron rod with broken cap found bears South 70°00'37" East a distance of 16.88 feet;

THENCE North 27°12'13" East a distance of 932.78 feet along said easterly line of said 80.16 acre tract to a 2 inch iron pipe found in the southerly line of said 319.327 acre tract for the east corner of said corner of said 80.16 acre tract and the north corner hereof;

THENCE South 62°54'16" East a distance of 2615.97 feet along said southerly line of said 319.327 acre tract to the POINT OF BEGINNING and containing 56.133 acres of land, more or less.

LESS AND EXCEPT that certain tract of land described as follows, BEING 0.082 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE S. FOWLER SURVEY NO. 42, ABSTRACT NO. 302 AND BEING A PORTION OF THAT CERTAIN 56.133 ACRE TRACT CONVEYED TO EAST BLACKLAND SOLAR PROJECT 1 LLC BY DEED RECORDED IN DOCUMENT NO. 2019031369 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND ALSO BEING ALL OF THAT CERTAIN 0.0813 ACRE TRACT CONVEYED TO TRAVIS COUNTY, TEXAS BY DEED RECORDED IN DOCUMENT NO. 2019195748 OF SAID OFFICIAL PUBLIC RECORDS; SAID 0.082 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN JANUARY, 2020:

BEGINNING at a point in the northwest line of Manda-Carlson Road for the south corner hereof and from which a 5/8 inch iron rod with cap marked "RPLS 1753" found for the east corner of that same 17.666 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in Document No. 2017174907 of said Official Public Records bears South 27°17'21" West a distance of 383.64 feet and the south corner of said 56.133 acre tract;

THENCE North 63°01'36" West crossing said 56.133 acre tract at a distance of 0.12 feet pass a 1/2 inch iron rod with orange cap found marked "MCGRAY MCGRAY" for the south corner of said 0.0813 acre tract continuing along the southwest line of said 0.0813 acre tract in all a total distance of 16.43 feet to a 1/2 inch iron rod with orange cap found marked "MCGRAY MCGRAY" for the west corner hereof;

THENCE North 27°10'54" East a distance of 215.05 feet along the northwest line of said 0.0813 acre tract to a 1/2 inch iron rod with orange cap found marked "MCGRAY MCGRAY" for the north corner of said 0.813 acre tract and hereof;

THENCE South 62°32'45" East along the northeast line of said 0.0813 acre tract at a distance of 16.48 feet pass a 1/2 inch iron rod with orange cap found marked "MCGRAY MCGRAY" for the east corner of said 0.813 acre tract continuing in all a total distance of 16.84 feet to a point in the northwest line of said Manda-Carlson Road for the east corner hereof and from which a 1/2 inch iron rod found for the south corner of that same 319.327 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in Document No. 2019031363 of said Official Public Records and the east corner of said 56.33 acre tract bears North 27°17'21" East a distance of 338.58 feet;

THENCE South 27°17'21" West a distance of 214.91 feet along the northwest line of said Manda-Carlson road to the POINT OF BEGINNING and containing 0.082 acres of land, more or less.

Tract 4:

BEING 76.420 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE S. FOWLER SURVEY NO. 42, ABSTRACT NO. 302 AND BEING ALL OF THAT SAME 76.420 ACRE TRACT CONVEYED TO EAST BLACKLAND SOLAR PROJECT 1 LLC BY DEED RECORDED IN DOCUMENT NO. 2019031369 OF SAID OFFICIAL PUBLIC RECORDS; SAID 76.420 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN JULY, 2019:

BEGINNING at a 1/2 inch iron rod found in the northwest line of Manda-Carlson Road for the south corner of that same 17.666 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in Document No. 2017174907 of said Official Public Records and the east corner hereof;

THENCE along said northwest line of Manda-Carlson Road the following 2 courses:

- 1. South 27°15'14" West a distance of 178.26 feet to a 5/8 inch iron rod with cap marked "RPLS 1753" found for the an angle point hereof;**
- 2. South 27°10'13" West a distance of 1635.38 feet to a 1/2 inch iron rod set in intersection of the northeasterly line of Sandeen Road and said northwesterly line of said Manda-Carlson Road for the south corner hereof;**

THENCE North 62°50'45" West a distance of 1926.47 feet along said northeasterly line of said Sandeen Road to a cut off t-post found for the south corner of that same 2.0 acre tract conveyed to Long Beach Mortgage Company, a Corporation by deed recorded in Document No. 2000102793 of said Official Public Records, the west corner of said 71.247 acre tract and the southerly west corner hereof and from which a 3/4 inch iron pipe in concrete found bears North 20°29'34" East a distance of 3.91 feet;

THENCE North 27°30'48" East a distance of 1616.35 feet along the southeasterly line of said 2.0 acre tract, the southeasterly line of that same 23.00 acre tract conveyed to Dorothy Anne Rountree Exempt Trust by deed recorded in Document No. 2007021528 of said Official Public Records to a 1 inch galvanized iron pipe in concrete found for the east corner of said 23.00 acre tract and a corner hereof;

THENCE North 62°48'13" West along the northeasterly line of said 23.00 acre tract at a distance of 662.8 feet pass a 3/4 inch galvanized iron pipe in concrete found for the north corner of said 23.00 acre tract and the east corner of that same 100 acre tract conveyed to Dorothy Anne Rountree Exempt Trust by deed recorded in Document No. 2007021527 of said Official Public Records continuing in all a total distance of 697.54 feet to a 1/2 inch iron rod set for the south corner of that same 80.16 acre tract conveyed to W.C. & Dorothy Anne Rountree by deed recorded in Volume 12121, Page 172 of the Real Property Records of Travis County, Texas and the most northerly west corner hereof:

THENCE North 27°12'12" East a distance of 19.98 feet along the southeasterly line of said 80.16 acre tract to a 5/8 inch iron rod found for the west corner of that same 17.666 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in Document No. 2017174907 of said Official Public Records and the most westerly north corner hereof;

THENCE South 62°48'52" East a distance of 1673.33 feet along a southerly line of said 17.666 acre tract to a leaning 5/8 inch iron rod with unreadable cap found for the most westerly south corner of said 17.666 acre tract and a corner hereof;

THENCE along the southerly lines of said 17.666 acre tract the following 4 courses:

1. North 25°11'32" East a distance of 174.68 feet to a 5/8 inch iron rod with unreadable cap found for the most easterly north corner hereof;
2. South 64°37'24" East a distance of 339.04 feet to a 5/8 inch iron rod with unreadable cap found for a corner hereof;
3. South 63°06'11" East a distance of 73.53 feet to a 5/8 inch iron rod with unreadable cap found for a corner hereof;
4. South 62°01'25" East a distance of 534.93 feet to the POINT OF BEGINNING and containing 76.420 acres of land, more or less.

Tract 5:

BEING 78.114 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE R. FLETCHER SURVEY NO. 69, ABSTRACT NO. 287 AND BEING ALL OF THAT SAME 78.114 ACRE TRACT CONVEYED TO EAST BLACKLAND SOLAR PROJECT 1 LLC BY DEED RECORDED IN DOCUMENT NO. 2019031369 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 78.114 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN JULY, 2019:

BEGINNING at 5/8 inch iron rod with aluminum cap marked "PROP CORNER" found in the southeast line of Manda-Carlson Road for the west corner of that same 23.704 acre tract conveyed to Carl G. & Mary B. Strubbe by deed recorded in Volume 12811, Page 901 of the Real Property Records of Travis County, Texas and the north corner hereof;

THENCE South 62°15'32" East a distance of 2612.88 feet along the southerly line of said 23.704 acre tract to a 1 inch iron pipe with aluminum cap found in the westerly line of that same 44.57 acre tract conveyed to Carl Carlson by deed recorded in Document No. 2002053540 of said Official Public Records for the east corner hereof and from which a 1 inch iron pipe found bears South 11°35'56" West a distance of 2.85 feet;

THENCE South 27°04'57" West a distance of 1296.61 feet along said westerly line of said 44.57 acre tract and the westerly line of that same 186.629 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in Document No. 2018102864 of said Official Records to a 5/8 inch iron rod found for a corner of said 186.629 acre tract and the south corner hereof;

THENCE North 62°30'09" West a distance of 2613.44 feet along a northerly line of said 186.629 acre tract to 5/8 inch iron rod with aluminum cap marked "PROP CORNER" found in said southeast line of said Manda-Carlson Road for the westerly north corner of said 186.629 acre tract and the west corner hereof;

THENCE North 27°06'42" East a distance of 1307.72 feet along said southeast line of said Manda-Carlson Road to the POINT OF BEGINNING and containing 78.114 acres of land, more or less.

Tract 6:

BEING 186.629 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE R. FLETCHER SURVEY NO. 69, ABSTRACT NO. 287 AND BEING ALL OF THAT SAME 186.629 ACRE TRACT CONVEYED TO EAST BLACKLAND SOLAR PROJECT 1 LLC BY DEED RECORDED IN DOCUMENT NUMBER 2018102864 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 186.629 ACRES OF LAND BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN JULY, 2019:

BEGINNING at 5/8 inch iron rod with aluminum cap marked "PROP CORNER" found in the southeast line of Manda-Carlson Road for the west corner of that same 78.114 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in Document No. 2019031369 of said Official Public Records and the western most north corner hereof;

THENCE South 62°30'09" East a distance of 2613.44 feet along the southerly line of said 78.114 acre tract to a 5/8 inch iron rod found for the south corner of said 78.114 acre tract and an interior corner hereof;

THENCE North 27°04'57" East a distance of 1114.43 feet along the easterly line of said 78.114 acre tract to a point for the west corner of that same 44.57 acre tract conveyed to Carl Carlson by deed recorded in Document No. 2002053540 and the most easterly north corner hereof and from which a 1 inch iron pipe with aluminum cap found for the east corner of said 78.130 acre tract bears North 27°04'57" East a distance of 182.18 feet and from said 1 inch iron pipe another 1 inch iron pipe found bears South 11°35'56" West a distance of 2.85 feet;

THENCE South 62°28'04" East a distance of 1728.49 feet along the southerly line of said 44.57 acre tract to a 1 inch iron pipe found in the westerly line of that same 234.1 acre tract conveyed to Robert Caldwell Bedichek, et al by deed recorded in Document No. 2011137327 of said Official Public Records for the south corner of said 44.57 acre tract and the east corner hereof;

THENCE South 27°25'03" West a distance of 2541.54 feet along the westerly lines of said 234.1 acre tract, that same 253.60 acre tract conveyed to Tom Wells et al by deed recorded in Volume 12196, Page 530 of said Real Property Records and that same 288.6 acre tract conveyed to Brian L. Winter by deed recorded in Volume 12787, Page 2457 of said Real Property Records to a 5/8 inch iron rod with cap found for the east corner of that same 129.922 acre tract conveyed to Andres & Christina Reyes by deed in Document No. 2006033979 of said Official Public Records and the south corner hereof;

THENCE along the north lines of said 129.922 acre tract the following 2 courses:

1. North 62°41'46" West a distance of 2867.96 feet to a 1 inch iron pipe found for a corner hereof;
2. North 62°08'23" West a distance of 1460.19 feet to a 1 inch galvanized iron pipe found in said southeast line of said Manda-Carlson Road for the north corner of said 129.922 acre tract and the west corner hereof;

THENCE North 27°07'29" East a distance of 1428.66 feet along said southeast line of said Manda-Carlson Road to the POINT OF BEGINNING and containing 186.629 acres of land, more or less.

LESS AND EXCEPT:

BEING 5.887 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE J.P. KEMPE SURVEY NO. 27, ABSTRACT NO. 462 AND BEING A PORTION OF THAT SAME 186.629 ACRE TRACT CONVEYED TO EAST BLACKLAND SOLAR PROJECT 1 LLC BY DEED RECORDED IN DOCUMENT NO. 2018102864 OF OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS; SAID 5.887 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN JULY, 2019:

BEGINNING at a 1/2 inch iron rod set at the intersection of the south line of that same 1.517 acre water line easement recorded in Document No. 2010184581 of said Official Public Records and the east line of

Manda-Carlson Road and the west line of said 186.629 acre tract for the northwest corner hereof and from which a 5/8 inch iron rod found with aluminum cap marked "PROP CORNER" found for the west corner of that same 78.114 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in Document No. 2019031369 of said Official Public Records and said 186.629 acre tract bears North 27°07'29" East a distance of 704.10 feet;

THENCE North 86°50'22" East a distance of 909.84 feet along the south line of said 1.517 acre easement to a 1/2 inch iron rod set for the northeast corner hereof;

THENCE crossing said 186.629 acre tract the following 4 courses:

- 1. South 03°14'53" East a distance of 528.82 feet to a 1/2 inch iron rod set for the southeast corner hereof;**
- 2. South 86°45'07" West a distance of 428.00 feet to a 1/2 inch iron rod set for the southerly southwest corner hereof;**
- 3. North 03°14'53" West a distance of 469.48 feet to a 1/2 inch iron rod set for a corner hereof;**
- 4. South 86°50'22" West a distance of 516.98 feet to a 1/2 inch iron rod set in the east line of said Manda-Carlson Road for the northerly southwest corner hereof and from which a 1 inch galvanized iron pipe found for a common corner of that same 129.922 acre tract conveyed to Andres & Christina Reyes by deed recorded in Document No. 2006033979 of said Official Records and said 186.629 acre tract bears South 27°07'29" West a distance of 655.20 feet;**

THENCE North 27°07'29" East a distance of 69.49 feet along the east line of said Manda-Carlson Road to the POINT OF BEGINNING and containing 5.887 acres of land, more or less.

Tract 7:

BEING 17.666 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE S. FOWLER SURVEY NO. 42, ABSTRACT NO. 302 AND BEING ALL OF THAT SAME 17.666 ACRE TRACT CONVEYED TO EAST BLACKLAND SOLAR PROJECT 1 LLC BY DEED RECORDED IN DOCUMENT NO. 2017174907 OF OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS; SAID 17.666 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN JULY, 2019:

BEGINNING at a 5/8 inch iron rod with cap marked "RPLS 1753" found in the northwesterly line of Manda-Carlson Road for the south corner of that same 56.133 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in Document No. 2019031369 of said Official Public Records and the east corner hereof;

THENCE South 27°14'00" West a distance of 181.52 feet along said northwesterly line of said Manda-Carlson Road to a 1/2 inch iron rod with unreadable cap found for the east corner of that same 76.420 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in Document No. 2019031369 of said Official Public Records and the eastern most south corner hereof;

THENCE along the north westerly lines of said 76.420 acre tract the following 5 courses:

- 1. North 62°01'25" West a distance of 534.93 feet to a 5/8 inch iron rod with unreadable cap found for a corner hereof;**

2. North 63°06'11" West a distance of 73.53 feet to a 5/8 inch iron rod with unreadable cap found for a corner hereof;
3. North 64°37'24" West a distance of 339.04 feet to a 5/8 inch iron rod with unreadable cap found for a corner hereof;
4. South 25°11'32" West a distance of 174.68 feet to a 5/8 inch iron rod with unreadable cap found for the most westerly north corner of said 76.420 acre tract and the most westerly south corner hereof;
5. North 62°48'52" West a distance of 1673.33 feet to a 5/8 inch iron rod found in the easterly line of that same 80.16 acre tract conveyed to W.C. & Dorothy Anne Roundtree by deed recorded in Volume 12121, Page 172 of the Real Property Records of Travis County, Texas for the westerly north corner of said 76.420 acre tract and the west corner hereof;

THENCE North 27°12'12" East a distance of 360.00 feet along said easterly line of said 80.16 acre tract to a 1/2 inch iron rod set for the west corner of said 56.133 acre tract and the north corner hereof and from which a 5/8 inch iron rod with broken cap found bears South 70°00'37" East a distance of 16.88 feet;

THENCE South 62°48'34" East a distance of 2614.56 feet along the southerly line of said 56.133 acre tract to the POINT OF BEGINNING and containing 17.666 acres of land, more or less.

LESS AND EXCEPT FROM TRACTS 4 AND 7 THAT CERTAIN TRACT OF LAND BEING 6.086 ACRES OF LAND CONVEYED TO DOROTHY ANNE ROUNTREE BY DEED RECORDED IN DOCUMENT NO. 2019180499 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, LYING IN AND BEING SITUATED OUT OF THE S. FOWLER SURVEY NO. 42, ABSTRACT NO. 302 AND BEING A PORTION OF THAT SAME 17.666 ACRE TRACT CONVEYED TO EAST BLACKLAND SOLAR PROJECT 1 LLC BY DEED RECORDED IN DOCUMENT NO. 2017174907 OF OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS AND A PORTION OF THAT SAME 76.420 ACRE TRACT CONVEYED TO EAST BLACKLAND SOLAR PROJECT 1 LLC BY DEED RECORDED IN DOCUMENT NO. 2019031369 OF SAID OFFICIAL PUBLIC RECORDS; SAID 6.086 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN MAY, 2019:

BEGINNING a 1 inch galvanized iron pipe in concrete found for the easterly common corner of that same 23.00 acre tract conveyed to Dorothy Anne Roundtree Exempt Trust by deed recorded in Document No. 2007021528 of said Official Public Records, said 76.420 acre tract and the south corner hereof;

THENCE North 62°48'13" West along the northeasterly line of said 23.00 acre tract and a southerly line of said 76.420 acre tract at a distance of 662.8 feet pass a 3/4 inch galvanized iron pipe in concrete found for the north corner of said 23.00 acre tract and the east corner of that same 100 acre tract conveyed to Dorothy Anne Roundtree Exempt Trust by deed recorded in Document No. 2007021527 of said Official Public Records continuing in all a total distance of 697.54 feet to a 1/2 inch iron rod set for the west corner of said 76.420 acre tract, the south corner of that same 80.16 acre tract conveyed to W.C. & Dorothy Anne Roundtree by deed recorded in Volume 12121, Page 172 of the Real Property Records of Travis County, Texas and the west corner hereof:

THENCE North 27°12'12" East at a distance of 19.98 feet along the southeasterly line of said 80.16 acre tract and the westerly line of said 76.420 acre tract pass a 5/8 inch iron rod found for the west corner of said 17.666 acre tract continuing along the southeasterly line of said 80.16 acre tract and the westerly line of said 17.666 acre tract in all a total distance of 379.98 to a 1/2 inch iron rod set for the west corner of that same 56.133 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in

Document No. 2019031369 of said Official Public Records, the north corner of said 17.666 acre tract and the north corner hereof and from which a 5/8 inch iron rod with broken cap found bears South 70°00'37" East a distance of 16.88 feet;

THENCE South 62°48'34" East a distance of 697.45 feet along the common line of said 56.133 acre tract and said 17.666 acre tract to a 1/2 inch iron rod set for the east corner hereof and from which a 5/8 inch iron with cap marked "RPLS 1753" found for the south corner of said 56.133 acre tract and the east corner of said 17.666 acre tract bears South 62°48'34" East a distance of 1917.11 feet;

THENCE South 27°11'24" West a distance of 380.18 feet to the POINT OF BEGINNING and containing 6.086 acres of land, more or less.

Exhibit "C3"
Pflugerville Solar – LCRA Kimbro Utility Substation location – 6 Acres of land
Address: 17110 Manda Carlson Rd, Manor TX 78653
Coordinates: 30°24'48.32"N, 97°27'35.56"W, (30.413422222, -97.459877778)
Exhibit "C3"
Substation Location – TSP Interconnection Facilities





December 14, 2020

Via Certified Mail

Bonnie Floyd, Purchasing Agent (or her successor)
Travis County Purchasing
P.O. Box 1748
Austin, Texas 78767

Jessica Rio, County Executive (or her successor)
Travis County Planning and Budget
P. O. Box 1748
Austin, Texas 78767

Re: Economic Development Agreement – Notice of Change of Control

Ladies and Gentlemen:

Reference is made to that certain Economic Development Agreement for Property Tax Rebates, dated as of January 4, 2011, is entered into by and between Travis County, Texas (the “County”) and East Blackland Solar Project 1 LLC (the “Project Company”) (as assignee of RRE Austin Solar LLC pursuant to that certain Assignment of Economic Development Agreement, dated as of April 30, 2020), as amended by that certain Amendment of Economic Development Agreement, dated as of October 23, 2012, as further amended by that certain Amendment Number 2 of Economic Development Agreement, dated as of December 30, 2014, and as further amended by that certain Amendment Number Three of Economics Development Agreement, dated as of April 30, 2019 (the “Agreement”). All capitalized terms used in this letter not otherwise defined herein shall have their respective meanings specified in the Agreement.

In accordance with Section 5.7.1 of the Agreement, the Project Company hereby provides prior written notice to the County of a pending change of control of the Project Company.

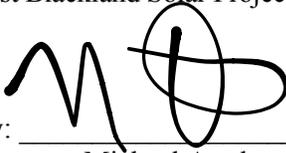
Recurrent Energy Development Holdings, LLC, a Delaware limited liability company (“Recurrent”) owns (i) 100% of the equity interests of RE Mountainside Holdings Inc, a Delaware corporation (“Mountainside Holdings”), which in turn owns 100% of the equity interests of East Blackland Holdings LLC, a Delaware limited liability company (“Blackland Holdings”), which in turn owns 100% of the equity interests of the Project Company, and (ii) 100% of the equity interests in RE Haast Holdings LLC, a Delaware limited liability company (“Haast Holdings”), which in turn owns 100% of the equity interests in RE Inverness Holdings LLC, a Delaware limited liability company, which in turn is the Class B Member of RE Gattaca Holdings LLC, a Delaware limited liability company, which in turn has agreed to acquire 100% of the equity interests in the Project Company subject to certain terms and conditions.

Recurrent intends to enter into a Purchase and Sale Agreement with Duke Energy Renewables Solar, LLC, a Delaware limited liability company (“Duke DevCo”), and Duke Energy Renewables Solar Holdings, Inc., a Delaware corporation (“Duke Holdings” and, together with Duke DevCo, collectively on a joint and several basis, “Buyer”). In connection therewith, Recurrent will sell or cause Mountain Holdings to sell 100% of its ownership interests in Blackland Holdings and Haast Holdings to Buyer, which will result in an indirect change of control of the Project Company.

[signature pages to follow]

Best regards,

East Blackland Solar Project 1 LLC

A handwritten signature in black ink, consisting of a stylized 'M' followed by a large, circular flourish.

By: _____

Name: Michael Arndt

Title: President