

Tax Abatement Agreement
between
Knox County, Texas, and Rolling Plains Solar, LLC

State of Texas

County of Knox

This Tax Abatement Agreement (this "**Agreement**") is made and entered into by and between Knox County, Texas (the "**County**"), acting through its duly elected officers, and Rolling Plains Solar, LLC, a Delaware limited liability company, to be located on a portion of the tract of land within the Rolling Plains Solar Reinvestment Zone, more specifically described in Attachment A to this Agreement. This Agreement becomes effective upon final signature by both parties (the "**Effective Date**") and remains in effect until fulfillment of the obligations described in Section IV herein (the "**Term**"), unless terminated earlier as provided herein.

Recitals

WHEREAS, the County indicated its election to be eligible to participate in tax abatements and established the Knox County Tax Abatement Guidelines and Criteria (the "**Guidelines**") by resolution most recently updated on or about November 18, 2024;

WHEREAS, the Commissioners Court of Knox County, Texas (the "**County Commissioners Court**") desires to promote economic development within its jurisdiction as authorized by the Property Redevelopment and Tax Abatement Act, as amended (Texas Tax Code § 312.001, *et seq.*), and the Guidelines;

WHEREAS, on November 10, 2025, a hearing before the County Commissioners Court was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing in the local newspaper of general circulation in the County and the delivery of written notice to the respective presiding officers of each taxing entity that includes within its boundaries real property that is to be included in the Reinvestment Zone (as defined below);

WHEREAS, the County Commissioners Court, after conducting a hearing, having heard evidence and testimony, and prior to considering this Agreement, found, based on the evidence and testimony presented to it, the Reinvestment Zone met the criteria set forth in Chapter 312 of the Texas Tax Code for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, in that it was reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would be a benefit to the property and contribute to the economic development of the County, and that the entire tract of land was located entirely within an unincorporated area of the County;

WHEREAS, entering into this Agreement will serve the best interests of the County and its citizens and comply with the Guidelines by:

- A. enhancing and diversifying the economic and industrial bases of the County;

- B. contributing to the retention and expansion of primary employment; and
- C. attracting major investment that will be of benefit to and contribute to the economic development of the County;

WHEREAS, the contemplated use of the Site (as defined below) and the contemplated Improvements (as defined below) as set forth in this Agreement, and the other terms of this Agreement will encourage development of the Reinvestment Zone, are in accordance with the purposes for its creation, and are in compliance with the Guidelines and all applicable laws;

WHEREAS, Owner's (as defined below) use of the Site is expected to favorably influence the economic and employment base of the County;

WHEREAS, the County finds that the Improvements sought are feasible and practical and will be of benefit to the real property located in the Reinvestment Zone, to the Site, and to the County after expiration of this Agreement;

WHEREAS, the County finds that the terms of this Agreement and the proposed Improvements and Eligible Property subject to this Agreement meet the Guidelines;

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by law, to the presiding officers of the governing bodies of each of the taxing units in which the property subject to this Agreement is located; and

WHEREAS, this Agreement was approved at a regularly scheduled meeting of the County Commissioners Court in accordance with the Open Meetings Act, as amended, preceded by at least thirty (30) days by publication of notice of such public hearing in compliance with Section 312.207 of the Texas Tax Code; and

NOW, THEREFORE, in consideration of these Recitals, premises, the promises, mutual covenants, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Owner agree as follows:

I. Authorization

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as amended, and by the Guidelines.

II. Definitions

As used in this Agreement, the following terms shall have the meaning set forth below:

- A. **"Abatement"** means the full or partial exemption from ad valorem taxes on property in a Reinvestment Zone as provided herein and in no event can the duration of the Abatement period exceed ten (10) years.
- B. **"Abatement Period"** means the ten-year period designated in Section IV(B).
- C. **"Base Year"** means the Calendar Year in which the Effective Date occurs.

- D. **"Calendar Year"** means each year beginning on January 1 and ending on December 31.
- E. **"Certificate"** means a letter, provided by Owner to the County, certifying that the Project has achieved Commercial Operations, outlining the Improvements, and stipulating the overall Nameplate Capacity of the Project. Upon receipt of the Certificate, the County may inspect the property in accordance with this Agreement to determine that the Improvements are in place as certified. If the Certificate indicates that certain ancillary facilities not required for Commercial Operations are still under construction on the date that the Certificate is delivered, Owner will deliver an amended Certificate to the County within thirty (30) days after all Project construction is complete.
- F. **"Certified Appraised Value"** means the appraised value, for property tax purposes, of the property within the Reinvestment Zone as certified by the Knox County Appraisal District (the **"Appraisal District"**) for each taxable year.
- G. **"COD"** means the date that the Project commences Commercial Operations.
- H. **"Commercial Operations"** means that the Project has become commercially operational and placed into service for the purpose of generating electricity for sale in one or more commercial markets and for the purpose of storing electricity generated, in whole or in part, on or near the Site.
- I. **"County Property Taxes"** means all categories of ad valorem taxes, whether classified as M&O, I&S, or road taxes, imposed on the Improvements by or for the benefit of the County at all rates in effect throughout the Abatement Period.
- J. **"Eligible Property"** means property eligible for Abatement under the Guidelines, including: new, expanded or modernized buildings and structures; fixed machinery and equipment; Site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the Project or facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the Guidelines. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the year in which this Agreement is executed. Tangible personal property located on the Real Property at any time before the period covered by this Agreement is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.
- K. **"Force Majeure"** includes events not reasonably within the control of the party whose performance is sought to be excused thereby, including (but not limited to) the following causes and events (to the extent such causes and events are not reasonably within the control of the party claiming suspension): acts of God and the public enemy; strikes; lockouts or other industrial disturbances; inability to obtain material or equipment or labor due to an event that meets the definition of Force Majeure; wars; blockades; insurrections; riots; epidemics, pandemics, or other events, matters, or concerns of the general public health; landslides; lightning; earthquakes; fires; storms; floods; high water washouts; inclement weather; arrests and restraint of rulers and people; interruptions by government or court orders; present or future orders of any

regulatory body; civil disturbances; explosions; depository bank failure; or any other event that is beyond the reasonable control of the party claiming Force Majeure.

- L. **"Improvements"** mean Eligible Property meeting the definition for "improvements" or "tangible personal property" provided by Chapter 1 of the Texas Tax Code and includes, without limitation, any building, structure, or fixture erected on or affixed to the land. Improvements specifically include the Owner's fixed machinery, equipment and process units that may consist of solar panels, substations and switching stations, underground and overhead electrical distribution and transmission facilities, transformers, appurtenant electric equipment, communication cable, and data collection facilities to be installed, added, upgraded, or used on the Property by or for Owner and located in the County, irrespective of whether such assets are improvements or tangible personal property as defined by Chapter 1 of the Texas Tax Code.
- M. **"Lender"** means any entity or person providing, directly or indirectly, including an assignee of an initial Lender, with respect to the Improvements or Project any of (a) senior or subordinated construction, interim or long-term debt financing or refinancing, whether that financing or refinancing takes the form of private debt, public debt, or any other form of debt (including debt financing or refinancing), (b) a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure, (c) tax equity financing, (d) any interest rate protection agreements to hedge any of the foregoing obligations, and/or (e) any energy hedge provider. There may be more than one Lender. Owner, at its election, may send written notice to the County with the name and notice information for any Lender.
- N. **"Nameplate Capacity"** means the generating capacity of the Project (in megawatts ac) as designated by the manufacturer(s) of the solar panels to be constructed as Improvements hereunder and where appropriate may refer to the total or overall generating capacity.
- O. **"Owner"** means Rolling Plains Solar, LLC, the entity that owns or leases the Site and owns the Improvements for which Abatement is being granted, and any permitted assignee or successor in interest of Rolling Plains Solar, LLC. The term "Rolling Plains Solar, LLC" means and includes Owner. An "Affiliate" of an Owner means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Owner. For purposes of this definition, "control" of an entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise.
- P. **"Payments In Lieu of Taxes" or "PILOTs"** means the payments to be made by Owner to the County described in Section IV(D) of this Agreement.
- Q. **"Project"** means the construction and operation of the Improvements on the Site as set forth in this Agreement.
- R. **"Real Property"** means Eligible Property meeting the description for real property provided by Chapter 1 of the Texas Tax Code.

- S. **"Reinvestment Zone"** means the reinvestment zone, as that term is defined in Chapter 312 of the Texas Tax Code, created by the County by the resolution described in the Recitals, which was duly passed by the County Commissioners Court, and referred to as the Rolling Plains Solar Reinvestment Zone, more specifically described in Attachment A to this Agreement. The fact that the designation of the Reinvestment Zone may expire before this Agreement shall not affect the terms and condition of this Agreement.
- T. **"Site"** means the portion of the Reinvestment Zone on which Owner makes the Improvements for which the Abatement is granted hereunder and which is shown on Attachment A. Upon completion of construction of the Improvements, the parties agree to amend Attachment A to include the as-built Improvements within the Site to the extent such Improvements are not included therein.

III. Improvements in Reinvestment Zone

Owner agrees that—in order to qualify for the Abatement set forth in Section IV of this Agreement—Owner shall make the following Improvements:

- A. Owner is proposing to construct Improvements on the Site consisting of a solar power electric generation facility with a Nameplate Capacity of approximately ninety-five (95) megawatts (AC) located in the Reinvestment Zone. Owner agrees that its solar power electric generation facility on the Site in the Reinvestment Zone will have a minimum Nameplate Capacity of no less than ninety (90) megawatts (AC) (collectively the **"Minimum Guaranteed Capacity"**). If the Nameplate Capacity of Owner's solar power electric generation facility on the Site in the Reinvestment Zone is less than the Minimum Guaranteed Capacity, such circumstance shall not be a default under this Agreement so long as Owner pays the Annual PILOT Floor Amount specified in Section IV(D) of this Agreement. It is anticipated that, if built to its maximum capacity, the solar power electric generation facility will require a capital investment of approximately one hundred ten million two hundred thousand dollars (\$110,200,000.00). The Certified Appraised Value will depend upon annual appraisals by the Appraisal District and may be more than or less than the amount stated herein.
- B. Improvements also shall include any other property on the Site meeting the definition of "Eligible Property" that is used to produce solar electrical power and perform other functions related to the production, distribution and transmission of electric power. The County agrees, without limitation, that the solar panels, transmission lines, substations, and other related materials and equipment affixed to the land will constitute Improvements under this Agreement.
- C. Owner agrees that the Project shall achieve Commercial Operations on or before December 31, 2028; provided, Owner shall have the unilateral right on written notice to the County to receive up to two one-year extensions of the required date to achieve Commercial Operations. On Owner's written notice delivered to the County during Calendar Year 2028, the required date to achieve Commercial Operations shall be extended to December 31, 2029. If Owner elects a second one-year extension, then on Owner's written request delivered to the County during Calendar Year 2028 accompanied by the payment of a one-time fee of one hundred thousand dollars (\$100,000.00) to the County, the required date to achieve Commercial Operations shall

be further extended to December 31, 2030. If Owner fails to achieve Commercial Operations before the deadline in this paragraph (as extended if Owner elects to extend such deadline), the County's sole remedy shall be the remedy described in the first sentence of Section VII(C) below.

IV. Term and Portion of Tax Abatement; Taxability of Property

A. The County and Owner specifically agree and acknowledge that the property on the Site within the Reinvestment Zone shall be taxable in the following ways during the Term of this Agreement:

1. Property not eligible for Abatement, if any, shall be fully taxable at all times;
2. The Certified Appraised Value of property existing on the Site prior to execution of this Agreement shall not be subject to this Agreement and shall be fully taxable at all times;
3. Prior to commencement of the Abatement Period designated in Section IV(B), 100% of County Property Taxes levied on the Certified Appraised Value of real and personal property of Owner located on the Site will be owed and payable by Owner;
4. All County Property Taxes on the Certified Appraised Value of Eligible Property shall be abated during the Abatement Period in the percentages provided for by Section IV(B) below; and
5. 100% of the Certified Appraised Value of Eligible Property existing on the Site shall be fully taxable after expiration of the Abatement Period, including the remainder of the Term.

B. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of all County Property Taxes as follows:

1. Beginning with the Calendar Year after the Calendar Year in which the COD occurs (unless an earlier year is elected in accordance with paragraph 6 below) and ending upon the conclusion of ten (10) full Calendar Years thereafter, the Abatement percentage of value of Eligible Property to be abated each year is 100% for all County Property Taxes.
2. The percentage of County Property Taxes set forth in Section IV(B)(1) above on the Certified Appraised Value of all Improvements described in the Certificate (and actually in place on the Site) is abated in the respective period designated in Section IV(B)(1) above.
3. The percentage of County Property Taxes set forth in Section IV(B)(1) above on the Certified Appraised Value of any and all otherwise taxable Eligible Property owned by Owner and located on the Site is abated in the respective period designated in Section IV(B)(1) above.

4. As of January 1 of the Base Year, the value for the proposed Improvements is zero, and Owner owns no tangible personal property located in the Reinvestment Zone.
 5. The Abatement granted under this Agreement shall commence upon January 1 of the Calendar Year after the Calendar Year in which the COD occurs (unless an earlier year is elected in accordance with paragraph 6 below) and shall expire at the end of the tenth (10th) Calendar Year thereafter (such period, the "**Abatement Period**"). Owner shall provide the Certificate in writing both to the County and to the Appraisal District within sixty (60) days after the COD. The Certificate shall describe any ancillary facilities not required for Commercial Operations that are still under construction on the date that the Certificate is delivered, and if the Certificate indicates any such facilities exist, Owner will deliver an amended Certificate to the County and to the Appraisal District within sixty (60) days after the construction of all Improvements is complete. Such ancillary facilities, once completed and if eligible, shall become part of the Improvements eligible for the Abatement under this Agreement.
 6. If Owner, at its sole election, desires that the ten-year Abatement Period commence prior to January 1 of the of the Calendar Year after the Calendar Year in which the COD occurs, then Owner may deliver a notice to the County and Appraisal District making such election (such notice being referred to herein as a "**Notice of Abatement Commencement**"). If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement: "Owner elects for the ten-year Abatement period to begin on January 1, ____ [with Owner to complete the blank with the elected first year of the Abatement Period]"; the year stated in the Notice of Abatement Commencement shall be the first year of the Abatement Period, and the Abatement Period shall extend for 9 additional Calendar Years thereafter. Owner shall deliver the Notice of Abatement Commencement not later than the December 31 that immediately precedes the January 1 elected to be the beginning of the Abatement Period. Owner shall only be permitted to deliver a Notice of Abatement Commencement if it anticipates achieving COD during the Calendar Year elected to be the first year of the Abatement Period. Owner shall still be required to deliver the Certificate on or before the date required in the preceding paragraph.
 7. Notwithstanding any statement or implication in this Agreement to the contrary, the parties agree that the Abatement granted hereby shall not extend beyond ten (10) Calendar Years.
- C. A portion or all of the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that no such exemptions shall apply to the Improvements.
- D. As additional consideration for this Abatement, Owner agrees to make an annual Payment in Lieu of Taxes to the County in an amount equal to two thousand one hundred thirty-six dollars (\$2,136.00) multiplied by the total Nameplate Capacity

included in the Certificate (and actually in place in the Reinvestment Zone) during the ten (10) Calendar Years the Abatement is in effect. Notwithstanding the foregoing, the amount of the annual Payment in Lieu of Taxes shall, in no event, be less than one hundred ninety-two thousand two hundred forty dollars (\$192,240.00) (the "**Annual PILOT Floor Amount**"). The first such payment shall be due and payable on October 1 of the first Calendar Year of the Abatement and delinquent if not paid on or before January 31 of the immediately following Calendar Year, with the remaining nine (9) payments due and payable annually on or before October 1 thereafter and delinquent if not paid on or before the immediately following January 31. By way of illustration, if Year 1 of the Abatement period is 2029, then the PILOT owed for 2028 shall be due and payable on October 1, 2029, and delinquent if not paid on or before January 31, 2030. There shall be a total of ten (10) PILOTs under this Agreement. Past due amounts shall be subject to any and all statutory interest and penalties applicable to the payment and collection of taxes as provided in the Texas Tax Code. Except in the event of depository bank failure, Force Majeure shall not apply to any Payment in Lieu of Taxes or taxes owed under the terms of this Agreement.

- E. Owner agrees that the Improvements described in Section III, once constructed, will remain in place until at least twenty-five (25) Calendar Years after COD ("**Term**"); provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to that date, as long as such replacement does not result in a material reduction in the Certified Appraised Value of the Improvements. In the event that Owner removes Improvements (comprising in the aggregate not more than 20% of all Improvements), Owner's removal shall not be deemed a default under this Agreement if Owner pays to the County as liquidated damages for such removal from the Abatement in this Agreement, within thirty (30) days after demand, all taxes for such removed Improvements (which otherwise would have been paid to the County without benefit of a tax Abatement) with interest at the statutory rate under the Texas Tax Code, as amended, but without penalty. IN THE EVENT OWNER REMOVES IMPROVEMENTS COMPRISING IN THE AGGREGATE NOT MORE THAN 20% OF ALL IMPROVEMENTS, OWNER SHALL NOT BE IN DEFAULT OF THIS SECTION IV(E), AND THE SOLE REMEDY OF THE COUNTY, AND OWNER'S SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE COUNTY THE FULL AMOUNT OF ACTUAL TAXES ABATED AT ANY TIME UNDER THIS AGREEMENT ON THE REMOVED IMPROVEMENTS WITH INTEREST, BUT LESS ANY TAX PAYMENTS OR PAYMENTS IN LIEU OF TAXES REMITTED TO THE COUNTY WITH RESPECT TO THE REMOVED IMPROVEMENTS. IN THE EVENT OWNER OWES ANY AMOUNTS UNDER THIS SECTION IV(E), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE. IN THE EVENT OWNER REMOVES IMPROVEMENTS COMPRISING IN THE AGGREGATE MORE THAN 20% OF ALL IMPROVEMENTS, OWNER SHALL BE IN DEFAULT OF THIS SECTION IV(E), AND THE PROVISIONS IN ARTICLE VII OF THIS AGREEMENT SHALL APPLY.

V. Representations

The County and Owner make the following respective representations:

- A. Owner represents and agrees that (i) Owner and its successors and/or assigns will have a taxable interest with respect to Improvements to be placed on the Site; (ii) construction of the proposed Improvements described in Section III will be performed by Owner, its successors and/or assigns and/or their contractors or subcontractors; (iii) Owner's and its successors' and assigns' use of the Site in the Reinvestment Zone will be limited to the use described in this Agreement during the Term (after the COD), which the parties agree are consistent with the general purpose of encouraging development in the Reinvestment Zone; (iv) all representations made in this Agreement are true and correct in all material respects to the best of Owner's knowledge; (v) Owner will make required filings, if any, by Owner with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required in the future; (vi) the Project will not be constructed without first obtaining all necessary local, state and federal environmental and construction permits, and Owner will abide by all conditions of the permits and all laws, ordinances, rules and regulations governing the construction and operation of the Project throughout its economic life; and (vii) the planned use of the Site will not constitute a hazard to public health or safety throughout the economic life of the Project, except that uses that are customary and industry standard for a utility-scale solar energy project using photovoltaic panels shall in no event be deemed to constitute such a hazard.
- B. The County represents that (i) the County has formally elected to be eligible to grant property tax abatements under Chapter 312 of the Tax Code; (ii) the Reinvestment Zone and this Agreement have been created in accordance with Chapter 312 of the Texas Tax Code and the Guidelines as both exist on the Effective Date of this Agreement; (iii) as applicable, (a) no interest in the Improvements or the Site is held or subleased by a member of the County Commissioners Court, or (b) any member of the County Commissioners Court that has a potential economic or financial interest in the Improvements or the Site has abstained from any vote or decision regarding this Agreement; (iv) the property within the Reinvestment Zone is located within the legal boundaries of the County and outside the boundaries of all municipalities located in the County; and (v) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.
- C. Owner represents and agrees that if it builds the Improvements and if the COD occurs, the Project will (i) add at least Five Hundred Thousand Dollars (\$500,000.00) to the tax roll of Eligible Property, (ii) create no fewer than two (2) new, permanent, full-time job (which job may be created under Owner, its contractors, one or more of their respective affiliates, or service providers engaged to provide goods or services in connection with the operation of the Improvements), (iii) make a commercially reasonable effort to ensure the Project leads to a positive net economic benefit to the County of at least One Million Dollars (\$1,000,000.00) over the life of this Agreement, computed to include (but not limited to) new sustaining payroll and/or capital improvement, and (iv) not solely or primarily have the effect of transferring employment from one part of the County to another. For purposes of this Agreement, permanent, full-time job shall mean any position in which an employee works 1,820 hours or more during the year.

VI. Access to and Inspection of Property by County Employees

- A. Owner shall allow the County's employees access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner seven (7) calendar days' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.
- B. Owner shall, on or before March 31 of each Calendar Year starting with the first year of the Abatement Period, certify annually to the County its compliance with this Agreement by providing written testament to the same to the County Judge using the form attached hereto as Attachment C.

VII. Default, Remedies and Limitation of Liability

- A. The County may declare a default if Owner breaches any material term or condition of this Agreement. If the County declares a default of this Agreement, this Agreement shall terminate, after notice and opportunity to cure as provided for below, or the County may modify this Agreement upon mutual agreement with Owner. If Owner believes that such termination was improper, Owner may file suit in the proper court challenging such termination. In the event of default, the County may pursue the remedies provided for in Section VII(C) below or the preceding Section IV(E), as applicable. The County shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of Force Majeure. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty (20) business days after the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all reasonable actions within its power to remove the basis for nonperformance (including securing alternative supply sources) and after doing so shall resume performance as soon as possible. The settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected party, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or differences by acceding to the demands of the opposing party in such strike, lockout or difference when such course is inadvisable in the reasonably exercised discretion of the affected party.
- B. The County shall notify Owner and any Lender for which Owner has provided contact information to the County of any default in writing in the manner prescribed herein. All contact information for purposes of a notice of default shall be provided to the County Judge. The notice shall specify the basis for the declaration of default, and Owner shall have sixty (60) days from the date of such notice to cure any default, except that where the default is incapable of being cured within sixty (60) days using

reasonable business efforts, Owner shall commence performance of the cure within thirty (30) days after receipt of notice and diligently pursue those efforts until the default is cured. Any Lender of which the County has notice shall have the right to cure any defect, including any defect caused by an assignee or contractor of Owner during the same cure period identified in the foregoing sentence.

C. As required by section 312.205 of the Texas Tax Code, if Owner fails to make the Improvements as provided for by this Agreement or fails to cure a default after proper notice and the expiration of the provided cure period, the County shall be entitled to cancel this Agreement and recapture property tax revenue lost as a result of this Agreement, less any PILOTs paid by Owner to the County, subject to the above provisions regarding notice and right to cure.

D. LIMITATION OF LIABILITY: CANCELLATION OF THIS AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE), RECAPTURE OF PROPERTY TAXES ABATED (BUT LESS ALL PAYMENTS IN LIEU OF TAXES PAID BY OWNER) ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN SECTION VII(C) OF THIS AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR IN SECTION IV(E) ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN SECTION IV(E), ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO MAKE THE SPECIFIED IMPROVEMENTS OR TAKE OTHER ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND THE COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY AMOUNTS DUE FROM OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

E. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN SIXTY (60) DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THIS AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND MAY INCLUDE RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

VIII. Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute or regulation of the County or the State of Texas.

IX. Assignment of Agreement

- A. The rights and responsibilities of Owner hereunder may be assigned in part or in their entirety to an Affiliate without County's prior consent. Owner shall provide notice to the County of any assignment to an Affiliate. Owner's assignment of the Agreement to an Affiliate shall be final only after the execution of a formal assignment document between Owner and the assignee and the delivery of notice of the execution of such assignment agreement to the County.
- B. The rights and responsibilities of Owner hereunder may be assigned in their entirety to a party other than an Affiliate, but only after obtaining the County's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment by Owner to a party other than an Affiliate without first obtaining the written consent of the County shall be a default under this Agreement subject to the notice provisions, cure provisions, remedies, and other terms and conditions of Article VII above. Owner shall give the County thirty (30) days' written notice of any intended assignment to a party other than an Affiliate, and the County shall respond with its consent or refusal within thirty (30) days after receipt of Owner's notice of assignment. If the County responds to Owner's notice of assignment with a refusal, the parties agree to work together in good faith to resolve the County's objections to the assignment. Owner's assignment of the Agreement shall be final only after the execution of a formal assignment document between Owner and the assignee and the delivery of notice of the execution of such assignment agreement to the County. Neither Owner's notice of an intended assignment nor the County's formal consent to an intended assignment shall constitute an assignment of the Agreement, and Owner's request for a consent to assignment shall not obligate Owner to assign the Agreement.
- C. No assignment under Paragraph IX(A) or IX(B) shall be allowed if (a) the County has declared a default hereunder that has not been cured within all applicable notice and cure periods, or (b) the assignee is delinquent in the payment of ad valorem taxes owed to the County or any other taxing jurisdiction in the County. Consent to a transfer or assignment requested under Paragraph IX(B) will be subject to the County approving the financial capacity of the transferee/assignee and subject to all conditions and obligations in this Agreement being assumed and guaranteed by the transferee/assignee. The County shall not unreasonably withhold consent to a transfer or an assignment under Paragraph IX(B). The transfer or assignment shall be presumed to be reasonable where the proposed transferee/assignee demonstrates to the County its financial capacity to meet the terms of this Agreement, agrees to be bound by all conditions and obligations stated herein, and is not in default under any other agreement with the County.
- D. The parties agree that a transfer of all or a portion of the equity interests (e.g., membership interests) in Owner to a third party shall not be considered an assignment under the terms of this Agreement and shall not require any consent of the County.
- E. Upon any assignment and assumption under Paragraph IX(A) or IX(B) of Owner's entire interest in the Agreement, Owner shall have no further rights, duties or