

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 have as much time as is reasonably necessary to cure such default using such efforts so long as it commences performance of the cure within thirty (30) days after receipt of notice and diligently pursues 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 an assignment requested under Paragraph IX(B) will be subject to the County approving the financial capacity of the assignee and subject to all conditions and obligations in this Agreement being assumed and guaranteed by the assignee. The County shall not unreasonably

withhold consent to an assignment under Paragraph IX(B). The assignment shall be presumed to be reasonable where the proposed 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 obligations under the Agreement. No partial assignments to an assignee that is not an Affiliate are permitted by Owner without County's prior written consent.
- F. In addition to its rights under Paragraph IX(A) and IX(B), Owner may, without obtaining the County's consent, mortgage, pledge, or otherwise encumber its interest in this Agreement or the Project to a Lender for the purpose of financing the development, construction or operation of the Project, or acquiring additional equipment following any initial phase of construction. Owner's encumbering its interest in this Agreement may include an assignment of Owner's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In the event Owner takes any of the actions permitted by this subparagraph, it may provide written notice of such action to the County with such notice to include the name and notice information of the Lender. If Owner provides the name and contact information of a Lender to the County, then the County shall be required to provide a copy to such Lender of all Notices delivered to Owner at the same time that the Notice is delivered to Owner. If Owner does not provide the name and contact information of a Lender to the County in writing, then such Lender shall not have the notice rights or other rights of a Lender under this Agreement.

X. Notice

All notices, demands, or other communications of any type (collectively, "**Notices**" and each individually, a "**Notice**") given shall be given in accordance with this Section. All Notices shall be in writing and delivered, by commercial delivery service to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading, or by facsimile transmission. Notices delivered by commercial delivery service shall be deemed delivered on receipt or refusal; Notices delivered by USPS shall be deemed to have been given upon deposit with the same; facsimile Notice shall be effective upon receipt by the sender of an electronic confirmation. Regardless of the method of delivery, in no case shall Notice be deemed delivered later than actual receipt. In the event of a notice of default given pursuant to Article VII, such Notice shall be given by at least two (2) methods of delivery and consistent with Section VII(E). All Notices shall be mailed or delivered to the following addresses:

To Owner:

Wagon Timber Solar, LLC
777 Taylor St., Suite 1050
Ft. Worth, Texas 76102

To the County:

Knox County
Attn: County Judge
P.O. Box 77
Benjamin, Texas 79505

Any party may designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

XI. Severability

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient, unconstitutional or otherwise unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid, illegal, factually insufficient, unconstitutional or otherwise unenforceable section(s) or other part(s). In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

XII. Applicable Law and Venue

This Agreement shall be construed under and governed by the laws of the State of Texas. This Agreement, in its entirety, shall be performable in Knox County, Texas. As part of the consideration for entering into this Agreement, both the County and Owner agree that any litigation to construe or enforce the terms or conditions of this Agreement shall be brought solely in the state or federal district courts having jurisdiction in or over Knox County, Texas.

XIII. Amendment

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

XIV. Guidelines and Criteria

This Agreement is entered into by the parties consistent with the Guidelines. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines, the Guidelines are deemed amended for purposes of this Agreement only.

XV. Entire Agreement

This Agreement contains the entire and integrated Tax Abatement Agreement between the County and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

XVI. Coordination of Local Hiring and Services

- A. Owner shall use commercially reasonable efforts to maximize its use of County labor and services and supplies purchased from County businesses in the course of performing under this Agreement, as is further described in the Local Spending and Support Plan attached to this Agreement as Attachment B.
- B. For every year during the Term after the COD, Owner, its contractors, and their respective affiliates will collectively employ at least one (1) full-time Project employee in the County.
- C. Upon request by Owner, County shall provide a written statement certifying that Owner is then in compliance (or has fully complied) with the Local Spending and Support Plan; if County cannot make such statement, County will provide an explanation to Owner of its determination.

XVII. Road and Bridge Maintenance

During construction of the Improvements, Owner agrees to use commercially reasonable efforts to minimize the disruption to County roads (for purposes of this paragraph, the term "roads" includes, without limitation, all adjacent ditches and rights-of-way), culverts, and bridges and agrees to repair any damage caused to County roads, culverts, or bridges by Owner or its agents. After construction, Owner will leave such County roads, culverts, and bridges in a state of equal or better condition than they were in prior to construction, excepting normal wear and tear. Any upgrade or requirement to upgrade any road, culvert, or bridge used or necessary for Owner's operations will be borne solely by Owner. After construction, the County will only be responsible for the normal routine maintenance of the County roads, culverts, and bridges, and Owner will be responsible for any extraordinary repair or maintenance of County roads, culverts, and/or bridges that becomes necessary or appropriate due to the use of such roads, culverts, and bridges by Owner or its agents. All repairs, maintenance, replacements, and upgrades will be made in accordance with County standards and specifications, and Owner will only use such materials in repairing, maintaining, replacing, and upgrading County roads, culverts, and bridges as are acceptable to the County, in the County's sole discretion. In the event of any breach of this Section XVII, County's exclusive remedy shall be to receive reimbursement from Owner for the reasonable cost of any repairs County may cause to be constructed following Owner's failure to do so in a timely manner following notice of such failure from County. This Section XVII shall become void and shall have no further effect upon the execution of a separate Agreement for Road Use, Repair, and Improvement by and between Owner and County relating to the Project.

XVIII. Site Maintenance

Owner shall maintain the Site reasonably free from accumulation of objectionable, unsightly, or unsanitary matter, debris, waste material, rubbish, tumbleweeds, and noxious weeds.

XIX. Indemnity

Owner agrees to indemnify, defend, and hold the County, each of its elected officials, all of its servants, agents, and employees, any person or legal entity designated by the County to perform any function required under the Guidelines, under the tax abatement application, or by the terms of this Agreement, and the Appraisal District, its officers, directors, servants, agents and employees (collectively, the “**Indemnitees**”) harmless from any and all claims, demands, liabilities, losses, costs, actions, causes of action, and attorneys’ fees incurred by or alleged against the Indemnitees (“**Claims**”) arising from or in any way relating to the tax abatement application, the terms, covenants, and conditions contained in this Agreement, and the actions contemplated by this Agreement; provided, Owner shall not be responsible to indemnify the Indemnitees for Claims arising from the gross negligence or intentional misconduct of the Indemnitees. This provision does not waive any governmental immunity available to the Indemnitees under Texas law, nor does this provision waive any defense of any party under Texas law.

XX. Reimbursement of Expenses

Within thirty (30) days of the date of receipt of an invoice, Owner agrees to reimburse the County for or pay directly to the County’s attorneys, as applicable, the reasonable and necessary attorney’s fees and expenses incurred, directly or indirectly, by the County in connection with the negotiation and formalization of the Abatement and this Agreement in an amount not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00).

XXI. Estoppel Certificates.

Each party on written request from the other party shall provide an estoppel certificate that shall certify, as of the date of the certificate: (i) that this Agreement is in full force and effect without default if such is the case, (ii) the remaining term of this Agreement, and (iii) such other matters as may be agreed upon by the parties, a party’s consent to inclusion of other matters not to be unreasonably withheld. A party shall provide the estoppel certificate or an explanation of why the party is not willing to provide the certificate within thirty (30) days of receiving a request.

XXII. Employment of Undocumented Workers.

During the term of this Agreement, Owner agrees not to knowingly employ any undocumented workers as defined in Section 2264.001 of the Texas Government Code. If Owner is convicted after exhaustion of all rights of appeal of a violation under 8 U.S.C. §1324a(f), Owner shall repay the amount of the abatements and any other funds actually then received by Owner from the County as of the date of such violation, not later than one hundred and twenty (120) days after the date Owner is notified by the County of a violation of this section, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending

rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the County) as its prime or base commercial lending rate. The payment of interest shall be as if it had been accruing from the dates the abatements were granted to Owner until the date the amount due is repaid to the County.

XXIII. No Boycott.

In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Owner is not subject to Chapter 2270 of the Texas Government Code for any of the reasons stated herein, the signatory executing this Agreement on behalf of Owner verifies that Owner verifies that Owner does not boycott Israel and will not boycott Israel during the term of this Agreement.

XXIV. Not a Listed Company.

In accordance with Section 2252.152 of the Texas Government Code, the Owner covenants and agrees that Owner is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

XXV. No Firearms Boycott.

To the extent Texas Government Code Chapter 2274 applies to this Agreement, Owner represents that: (i) Owner does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) Owner will not discriminate during the term against a firearm entity or firearm trade association.

XXVI. No Energy Company Boycott.

To the extent Texas Government Code Chapter 2276 applies to this Agreement, Owner represents that: (i) Owner does not boycott energy companies; and (ii) Owner will not boycott energy companies during the term.

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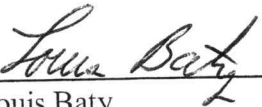
IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by the County Commissioners Court and executed by Owner on the respective dates shown below and is effective on the Effective Date.


ATTEST/SEAL:

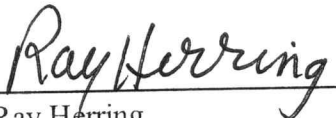
KNOX COUNTY, TEXAS

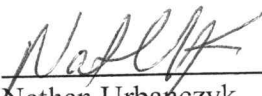
Date: March 10, 2025


Don Thompson, County Judge

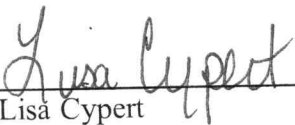

Louis Baty
Commissioner, Precinct 1


Kim Sealy
Commissioner, Precinct 2


Ray Herring
Commissioner, Precinct 3

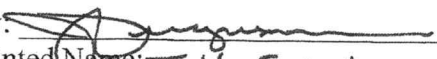

Nathan Urbanczyk
Commissioner, Precinct 4

Attest:


Lisa Cypert
County Clerk

WAGON TIMBER SOLAR, LLC,
a Delaware limited liability company

WAGON TIMBER SOLAR, LLC,
a Delaware limited liability company

By: 
Printed Name: Jeff Ferguson
Title: President

Date: 3/7/25

Attachment A

Attached is the Reinvestment Zone created by resolution dated March 10, 2025, duly passed by the County Commissioners Court and referred to as the Wagon Timber Solar Reinvestment Zone.

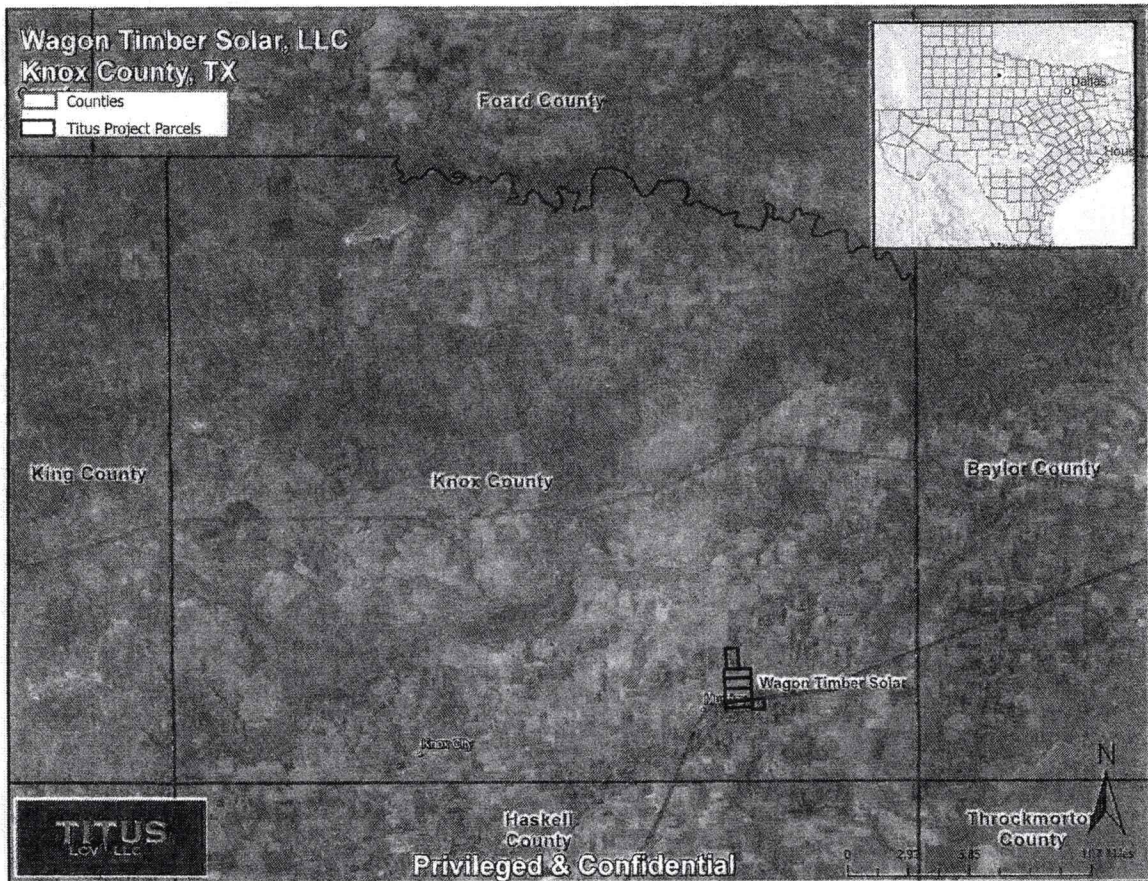
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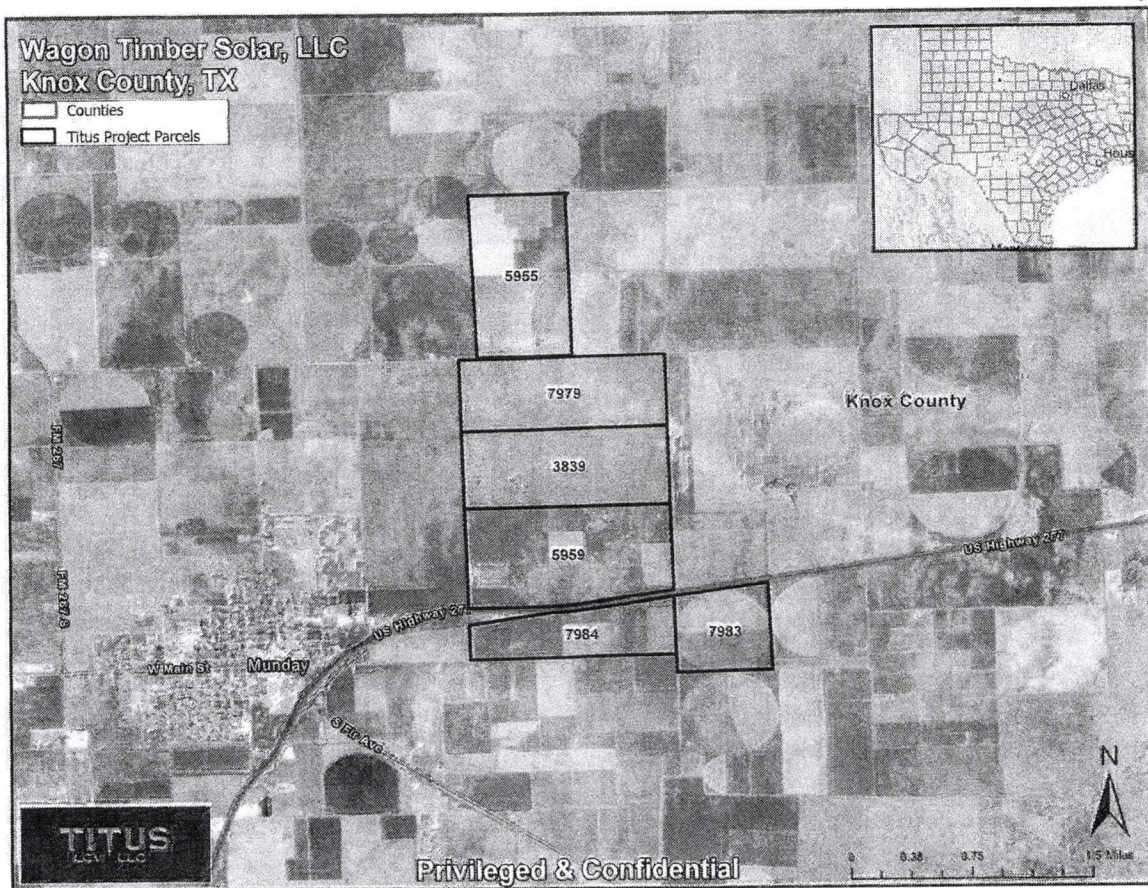
EXHIBIT A
DESCRIPTION AND MAP OF
WAGON TIMBER SOLAR REINVESTMENT ZONE

Wagon Timber Solar Reinvestment Zone is comprised of the following parcels. In the event of discrepancy between this Exhibit "A" and the attached map, the map shall control; provided however, the Wagon Timber Solar Reinvestment Zone shall in no way be deemed to include any portion of any municipality.

Wagon Timber Solar - Knox County, TX	
Parcel ID	Legal Description
3839	ABST 476 BLK 2 SEC 29(S/2) D&W RR MUNDAY
7983	ABST 475 BLK 2 SEC 31 D&W RR GOREE P 14217 CAME FROM THIS
5955	ABST 1504 BLK 2 SEC 76 D&W RR MUNDAY
7984	ABST 1909 BLK 2 SEC 32 D&W RR MUNDAY (THIS LIES S OF RR&HWY)
7979	ABST 476 BLK 2 SEC 29(N/2) D&W RR MUNDAY
5959	ABST 1409 BLK 2 SEC 32 D&W RR MUNDAY

EXHIBIT A (CONTINUED)
MAPS OF
WAGON TIMBER SOLAR REINVESTMENT ZONE





Attachment B

LOCAL SPENDING AND SUPPORT PLAN

- A. In connection with the construction and operation of the Improvements in the County, Owner and Owner's prime contractor(s) ("**Prime Contractor(s)**") responsible for overseeing construction and/or operation of the Improvements will use commercially reasonable efforts during the Term to invest at least eight hundred thousand dollars (\$800,000) in purchases of services, materials and supplies from County individuals and businesses, provided that nothing in this paragraph shall require Owner or the Prime Contractor(s) to use services, materials and supplies provided by County residents that are not: (i) of similar quality to those provided by nonresidents; or (ii) made available on terms and/or at prices comparable to those offered by nonresidents.
- B. In no event shall Owner or the Prime Contractor discriminate against County residents or businesses in employment or in the purchase of goods and services.
- C. In filling employment vacancies in connection with the Project, Owner and the Prime Contractor(s) will use commercially reasonable efforts to use County labor, provided that nothing in this paragraph shall require Owner or the Prime Contractor to employ County residents who are not: (i) equally or more qualified than nonresident applicants; or (ii) available for employment on terms and/or at salaries comparable to those required by nonresident applicants. Individuals who resided in Knox County at the time of their initial employment shall be considered "County labor" even if they relocate to a residence outside of the County during their term of employment.
- D. Notwithstanding anything in this Attachment B, County acknowledges that Owner may engage a nationally recognized solar power plant contractor to act as the Prime Contractor of the Improvements, and that Owner or any such Prime Contractor shall procure specialty equipment and specialty materials, including but not limited to inverters, transformers, modules, trackers, energy storage equipment, directly from the manufacturers or distributors of such equipment and materials. County further acknowledges that some aspects of the construction and installation of the Improvements require specialized construction and installation services. County acknowledges that Owner or its Prime Contractors shall procure such services from service providers with specialized expertise in solar power plant construction. County agrees that such actions shall not in any way violate this Local Spending and Support Plan.
- E. Owner or the Prime Contractor shall designate a Coordinator of Local Hiring and Services who will act as a liaison between all contractors and any individual or business residing in the County who is interested in obtaining information about (i) employment, or (ii) commercial services or supplies expected to be purchased by a contractor. Such Coordinator of Local Hiring and Services need not be located in the County.
- F. Owner or the Prime Contractor shall hold a job and contracting information session prior to beginning physical construction of the Project at which information will be provided regarding the construction and hiring needs of the Project. Such information also will be provided on a continuing basis through the Coordinator of Local Hiring and Services.

- G. Within ninety (90) days following the COD, Owner shall provide the County with a written report showing its compliance with the requirement set forth in this Local Spending and Support Plan. For every year during the Term after the COD, Owner, its contractors, their respective affiliates, or service providers engaged to provide goods or services in connection with the operation of the Improvements will collectively employ in the County at least the requisite number of full time Project employees specified in Section XVI(B) of the Agreement.

Attachment C

Owner's Annual Reporting and Compliance Form		
<p>Pursuant to Section VI(B) of the Agreement, this form shall be submitted by Owner to the County Judge on or before March 31 of each Calendar Year beginning with the first Calendar Year of the Abatement Period. To the extent that any of the provisions herein conflict with the provisions in the Agreement, the provisions of the Agreement shall control.</p>		
Provision and Description	Compliance Guidelines	Provision Complied With?
		Yes (date complied with)/No/In Process (include explanation)
<u>Improvements and Reinvestment Zone</u> – Section III(A)	Owner constructed the Improvements on the Site as set forth in Section III(A).	
<u>Improvements and Reinvestment Zone</u> - Section III(C)	Owner commenced construction of the Improvements and the Project achieved Commercial Operations as required by the timelines.	
<u>Representations</u> - Section V	<p>Owner has made all required filings with the Office of the Comptroller of Public Accountants and other governmental entities concerning the Agreement.</p> <p>Note: Any filings made during the course of the prior year by Owner which pertain to the Agreement should be listed here.</p>	
<u>Assignment</u> - Section IX	Describe any instances in which the Agreement was duly assigned or transferred in accordance with Section IX of the Agreement.	
<u>Local Spending Plan</u> – Attachment B, Section A	Within 90 days following the COD, Owner provided the County with a written project summary showing its good faith and commercially reasonable efforts to comply with the requirements set forth in the Local Spending and Support Plan (in the form of Attachment B) including proof that Owner used commercially reasonable efforts to utilize County labor by conducting a job and contracting information session within 30 days of beginning physical construction of the Project (per Attachment B, Section E)	
	Owner or the Prime Contractor designated a Coordinator of Local Hiring Services	

<u>Local Spending Plan</u> – Attachment B, Section D	who acted as a liaison to residents of the County.	
<u>Full-time Project Jobs</u> – Section XVI(B) and Attachment B, Section F	For every year during the Term, Owner, its contractors, their respective affiliates, or service providers engaged to provide goods or services in connection with the operation of the Improvements have collectively employed at least the requisite number of full-time Project employees as described in Section XVI(B).	