

**VIA Certified Mail, Return Receipt Requested:**

Re: Notice of Hearing on creation of Goliad County Reinvestment Zone-Charro Solar I and consideration of an application for tax abatement with Charro Creek Solar, LLC, with an approximate value of \$400,000,000.00

Dear Presiding Officer:

Pursuant to Chapter 312, Tax Code, this letter provides notice that on OCTOBER 23, 2023, on or after 6:00 p.m. in the Commissioners Courtroom, Goliad County Courthouse, Goliad, Texas 77963, the Commissioners Court of Goliad County, Texas, will take up for consideration the application for creation of a reinvestment zone, and consideration of an application for Tax Abatement with Charro Creek Solar, LLC, within a geographic area as identified herein to be known as Goliad County Reinvestment Zone-Charro. A copy of the proposed reinvestment zone and Tax Abatement Agreement is attached hereto and incorporated herein by reference for all purposes.

The property in the reinvestment zone subject to tax abatement under the terms of this proposed tax abatement agreement consists of multiple sections and blocks of land and any subsequent improvements thereon, located in Goliad County, Texas, as more fully described in the application and map describing the proposed Goliad County Reinvestment Zone-Charro Solar I as filed of record in the public records of Goliad County, Texas.

Sincerely,

Mike Bennett  
Goliad County Judge

Enclosures:  
Tax Abatement Agreement  
Map  
Property Description

**TAX ABATEMENT AGREEMENT**  
**Between**  
**GOLIAD COUNTY, TEXAS and**  
**CHARRO CREEK SOLAR LLC**

This Tax Abatement Agreement (this “**Agreement**”) is entered into by and between Goliad County, Texas (the “**County**”) duly acting herein by and through its County Judge, and Charro Creek Solar LLC, a Delaware limited liability company (together with its successors and assigns, “**Owner**”), effective as October 23, 2023 (the “**Effective Date**”) and is as follows:

Authorization

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as amended, and by the Guidelines and Criteria for Tax Abatement (as defined below).

Recitals:

- A. The County has indicated its election to be eligible to participate in tax abatements in a resolution and by Order dated December 27, 2021. On October 23, 2023, The County, designated the Goliad County Reinvestment Zone-Charro for commercial-industrial tax abatement (the “**Reinvestment Zone**”); the Reinvestment Zone is described in the Order and Exhibits attached hereto, with the Order designating the Reinvestment Zone being attached as Exhibit A; and
- B. Owner anticipates constructing improvements within the Reinvestment Zone consisting of a photovoltaic solar powered electricity generation facility (the “**Project**”). The Project is anticipated to consist of solar equipment with a total Nameplate Capacity of Generation of approximately 360 megawatts, AC, to be located in the Reinvestment Zone (including all of the improvements, fixtures, and equipment more particularly described in Exhibit D, the “**Improvements**”). The total Nameplate Capacity of electric generation capacity shall be a minimum of 270 megawatts, AC, of solar generation capacity but this Agreement imposes no maximum Project size. The Certified Appraised Value will depend upon annual appraisals by the Goliad County Appraisal District (the “**Appraisal District**”).
  - i. The Improvements will also include any other property in the Reinvestment Zone owned or leased by Owner that is used to generate or store electricity and perform other functions related to the generation, distribution, and transmission of electrical power, or that is otherwise related to the sale of electricity.
  - ii. Owner anticipates that the Project and Improvements will be connected to the electricity grid and be able to generate electricity for sale (“**Commercial Operations**”) on or about December 31, 2027.
- C. The Commissioners Court, after conducting a hearing and having heard evidence and testimony, has concluded, based on the evidence and testimony presented to it, that the Project and Improvements and operations proposed by Owner within the Reinvestment Zone and

described in this Agreement and the terms of this Agreement: (i) are consistent with the requirements of Chapter 312 of the Texas Tax Code and the Tax Abatement Guidelines and Criteria adopted by the County on December 27, 2021, a copy of which is attached as Exhibit B (the “Guidelines”), or to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with Section 312.002(d) of the Texas Tax Code, that this Agreement should be entered into notwithstanding any such inconsistency, and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

- D. Proper notice of the County’s intent to enter into this Agreement has been provided to the County Judges of each of the other taxing units levying taxes in the Reinvestment Zone not less than 7 days prior to the date on which this Agreement was approved by the Commissioners Court.
- E. This Agreement was adopted at a regularly scheduled meeting of the Commissioners Court which was preceded by 30 days’ written notice pursuant to Section 312.207 of the Texas Tax Code which was properly posted in accordance with the Open Meetings Act and at which a quorum of the Commissioners Court was present.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

**Section 1  
IMPROVEMENTS**

1.1 Improvements in Reinvestment Zone. Owner anticipates that it will construct the Project and Improvements within the Reinvestment Zone. Owner acknowledges that the abatement granted herein is conditioned upon completion of construction of the Improvements within the Reinvestment Zone as provided in Section 2.2 herein.

1.2 Timing of Improvements. Owner projects that construction of the Improvements will begin in 2025 and will be substantially completed by December 31, 2027. If Owner has not substantially completed construction of the Improvements by December 31, 2027, this Agreement shall terminate and no abatement will be granted and neither party shall owe any obligation to the other hereunder; provided however (i) that pursuant to Section 5.1 or 5.2 hereof, the December 31, 2027 deadline shall, upon notification by Owner, and documentation of the nature of the delay, be extended by the number of days during which an event of Force Majeure occurs after the effective date of this Agreement; and in addition; (ii) that Owner may, in writing, elect and exercise a one-time, one-year extension of such December 31, 2027 deadline to December 31, 2028 (or as such deadline may have been extended by an event of Force Majeure) in the event of permitting delays, interconnection studies, equipment or labor shortages or supply chain disruptions, construction delays, availability of financing, ERCOT curtailment or other events or circumstances impacting construction that are beyond its reasonable control. For purposes hereof, the term “**substantially completed**” means that at least 270 MW of Nameplate Capacity (defined below) of the Improvements must be installed and capable of producing electricity.

1.3 Improvements. The Improvements must (i) be located within the Reinvestment Zone, (ii) be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) meet the definition of an improvement or tangible personal property as provided in Chapter 1 of the Texas Tax Code, and (iv) be constructed or placed in the Reinvestment Zone after the date this Agreement is approved by the Commissioners Court.

1.4 Plans and Specifications, Governmental Requirements and Workmanship. All Improvements shall be constructed and installed substantially in accordance with plans and specifications (as the same may be amended, modified or changed by change orders from time to time, the “**Plans and Specifications**”) prepared by an engineer or architect licensed within the United States and in accordance with all applicable regulations of any governmental agency or entity having jurisdiction over any aspect of the construction. Owner shall take such steps as are reasonably necessary to see that all work on the Improvements is completed in a good and workmanlike manner. The County shall have the right to inspect the Improvements and Project in accordance with Section 3.5 below.

1.5 Decommissioning and Restoration. Pursuant to Chapter 302, Texas Utilities Code, Owner shall, at the conclusion of the useful life of the Project (including as and if subsequently repowered) and termination of the project real property agreements with underlying landowners (including as and if extended, whether by exercise of options or entering into amendments with the landowners party thereto), comply with the removal, restoration, and financial assurance provisions of Chapter 302, Texas Utilities Code, until such time as the Project has been removed and the Project site restored in the manner required by such statute.

## **Section 2 TAX ABATEMENT**

2.1 Tax Abatement Granted. Subject to the terms and conditions of this Agreement, the County agrees to abate 100% of all categories of *ad valorem* property taxes levied by the County on the Improvements during the Abatement Period (hereinafter defined) as provided by this Agreement (including Maintenance & Operations (M&O), Interest and Sinking funds (I&S), lateral road and bridge tax, or other special County tax authorized by the Texas Constitution and in effect in the County during the Abatement Period and regardless of the rate of any of such taxes during the Abatement Period), and subject to the following.

Property not eligible for Abatement, if any, shall be fully taxable at all times;

The Certified Appraised Value of property existing in the Reinvestment Zone prior to execution of this Agreement shall be fully taxable at all times;

Prior to commencement of the Abatement Period, the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zone shall be fully taxable at all times;

During the Abatement Period, 100% of all categories of *ad valorem* property taxes levied by the County on the Certified Appraised Value of the Improvements shall be abated for the periods as provided for herein;

After expiration of the Abatement Period, 100% of the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zone shall be fully taxable at all times, including during the remainder of the Term; and

The Base Year value for the proposed Project and Improvements is agreed to be zero.

**2.2 Abatement Period; Commencement Date.** The Abatement Period shall begin on the earlier of (a) January 1 of the first calendar year after the commencement of Commercial Operations of the Improvements, or (b) January 1 of the calendar year identified in a Notice of Abatement Commencement (as defined below) delivered by Owner (either (a) or (b), the “**Commencement Date**”). The period in which taxes are abated (the “**Abatement Period**”) will begin on the Commencement Date and will terminate on December 31 of the tenth (10<sup>th</sup>) year following the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Except for the covenant in Section 2.9(f) below, the Term of this Agreement and the parties’ obligations hereunder shall expire on December 31 of the final year of the Abatement Period, except that termination of this Agreement shall not relieve either party of any covenants, obligations, or payments owing to the other as of the date the Agreement is terminated. As used in this Section “**Notice of Abatement Commencement**” means a notice that Owner may, in its sole discretion, deliver to the County stating Owner’s desire to commence the Abatement Period prior to January 1 of the first calendar year after Commercial Operations. If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement: “Owner elects for the abatement period to begin on January 1, 202\_\_”; the date stated in the Notice of Abatement Commencement shall be the Commencement Date. Owner shall deliver the Notice of Abatement Commencement not later than the December 31st that immediately precedes the January 1 Commencement Date.

Owner shall provide a certificate to the County and to the Appraisal District within **sixty (60) days after the date Commercial Operations** are achieved (the “**Certificate**”). 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 within thirty (30) days after all Project and Improvement construction is complete.

During the Abatement Period, County shall request that the Appraisal District annually determine both (i) the Certified Appraised Value of Owner’s Improvements in the Reinvestment Zone and (ii) the taxable value (taking into account the terms of the Abatement in this Agreement) of Owner’s Improvements in the Reinvestment Zone (which shall be zero for all of the Improvements that qualify for abatement under Section 2.1). The Appraisal District shall record both the Certified Appraised Value and the abated taxable value of the Improvements in the Appraisal District appraisal records. The Certified Appraised Value listed in the Appraisal District’s appraisal records shall be the standard used for calculating the amount of taxes to be recaptured by the County in the event that the County is entitled to recapture abated taxes under this Agreement. Notwithstanding any of the foregoing, Owner at all times shall have the right to appeal, challenge, or protest appraisals of the Project or the Improvements including any portion thereof. Owner

acknowledges that the outcome of any appeal, challenge, or protest appraisals on the Project and Improvements will have no effect on the PILOT payments as identified in Section 2.3 of this agreement.

**2.3 Payments In Lieu of Taxes.** As consideration for the abatement granted by County under this Agreement, Owner agrees to timely perform all covenants undertaken by Owner pursuant to the terms of this Agreement including the making of an annual payment in lieu of taxes (the “**PILOT**”) to the County for each year during the Abatement Period. The PILOT based on Nameplate Capacity described in Section 2.6 below has been derived by formula based on capital cost of Nameplate Capacity, less Investment Tax credits, less Texas depreciation rates, multiplied by the County tax rate, averaged over ten years, and reduced to a PILOT per MW of installed Nameplate Capacity.

**2.4 Due Date.** The PILOT required by this Agreement must be paid to the County Treasurer not later than December 1 of the year for which abatement is granted. By way of illustration only, if the Commencement Date is January 1, 2027, then the PILOT for the first year of the Abatement Period must be paid not later than December 1, 2027.

**2.5 Annual Certification.** **On or before May 1** of each calendar year that this Agreement is in effect, Owner shall certify to the County its compliance with all material provisions of this Agreement, including without limitation the requirements of Section 2.7 (Capacity); Section 2.9 (conditions to tax abatement); Section 3.1 (jobs); and Section 3.12 (charitable donation). This annual certification (the “**Annual Certification**”) shall contain a statement, sworn to by an individual who is an authorized officer of Owner, stating that Owner is in compliance with the material terms of this Agreement.

**2.6 Calculation of the PILOT.** During each year of the Abatement Period, Owner agrees to pay the County a PILOT payment for Nameplate Capacity (defined in Section 2.7 below) equal to the greater of (i) the product of \$1,373.66 per MW of Nameplate Capacity or (ii) \$370,861.66 annually. For each MW above the minimum, Owner agrees to pay the County \$1,374.00.

**2.7 Capacity.** As used in this Agreement, the term “**Nameplate Capacity**” shall mean the installed rated amount of the manufacturer’s nameplate electric generating capacity of the Improvements, expressed in megawatts measured in alternating current, regardless of the amount of electricity that is actually produced or sold. The Nameplate Capacity shall be determined as of January 1 of each year during the Abatement Period. As a part of the Annual Certification, the individual who is an authorized officer of Owner shall prepare and file with the Commissioners Court a sworn statement of the Nameplate Capacity of the Improvements. If a dispute arises between the County and the Owner as to the Nameplate Capacity of the Improvements, the parties, in the absence of an agreement on the dispute, may seek a declaratory judgment on the matter pursuant to Chapter 37 of the Texas Civil Practice and Remedies Code.

**2.8 In Lieu of Taxes.** The parties agree that each PILOT will be in lieu of any and all categories of *ad valorem* property taxes which would otherwise be owed by Owner to the County (including Maintenance & Operations (M&O), Interest and Sinking funds (I&S), lateral road and bridge tax, or other special County tax authorized by the Texas Constitution and in effect in the County during

the Abatement Period and regardless of the rate of any of such taxes during the Abatement Period) for any year during the Abatement Period with respect to the Improvements.

**2.9 Conditions to Tax Abatement.** The tax abatement granted by this Agreement is expressly conditioned upon the following conditions which must be satisfied throughout the entire Term and with which Owner agrees to comply with at all times, subject, however, to the notice and cure rights of Owner set forth in Section 5 hereof:

(a) **Construction of the Improvements.** Owner's timely construction of the Improvements in accordance with this Agreement.

(b) **Operations.** Owner's operation of the Improvements in accordance with this Agreement.

(c) **Compliance with this Agreement.** Owner's compliance with all material covenants and obligations undertaken by Owner pursuant to the terms of this Agreement.

(d) **Accuracy of Representations.** The accuracy and truthfulness in all material respects of the representations by Owner contained in this Agreement as of the date this Agreement and the accuracy and truthfulness in all material respects of the representations by Owner contained in each Annual Certification.

(e) **Payment of Taxes.** The payment by Owner prior to delinquency, of all unabated taxes levied by the County and any other taxing unit within the County based on the value of, or levied against, the Project or the Improvements. It shall not be a violation of this provision if the party who is assessed the tax in good faith protests the levy or assessment of a particular tax by the timely filing of appropriate proceedings to prosecute a protest or contest of the tax, makes payment of the disputed tax during such protest or contest as required by applicable law, and pays the tax, as finally determined, prior to delinquency as required by applicable law.

(f) **Continued Operations following Abatement.** Owner agrees to continue routine commercial operation of the Project, including all outages for repair, maintenance and refurbishment, for a period of fifteen years (15) years after the end of the Abatement Period. Nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to the end of such fifteen (15) year period. Further, the County agrees that if Owner undertakes a repowering or upgrade of the Improvements during such fifteen (15) year period, then a period of interrupted operations for eighteen months or shorter shall not be considered a default under this paragraph. This provision shall not be interpreted to require the Improvements to generate any minimum amount of electricity or require that any part of the Improvements generate electricity at any particular time. Upon any breach of this covenant as determined by a final judgment by a court of competent jurisdiction, the County shall be entitled to the remedies specified in Section 5.4 hereof. The provisions of this subsection shall survive after the Term of this Agreement.

**Section III**  
**COVENANTS APPLICABLE TO CONSTRUCTION**  
**AND OPERATIONS AFTER CONSTRUCTION**

3.1 Job Creation. Owner agrees, in addition to approximately 200-250 temporary construction jobs prior to the Abatement Period created by Owner's contractors and subcontractors, to provide and maintain during the Abatement Period not fewer than one (1) new full-time job in connection with the operation of the Project either through direct employment by Owner or through employment by an Affiliate of Owner or by contractors or service providers engaged to provide goods or services in connection with the construction of the Improvements and thereafter in the course of operating the Project. Owner's obligation to create one (1) new full-time job related to the Project does not represent a commitment by Owner that any or all of the one (1) new full-time job will be filled by a resident of the County. Owner shall include in the Annual Certification confirmation of compliance with this Section.

3.2 Insurance. Owner agrees to maintain in full force at all times starting at commencement of construction and continuing throughout the term of this Agreement the following insurance coverage issued by companies authorized to conduct business in the State of Texas:

Commercial general liability covering liability arising out of premises, operations, bodily injury, property damage, products and completed operations and liability under an insured contract (contractual liability) with per occurrence limits of \$1,000,000 with aggregate limits of not less than \$2,000,000 completed operations aggregate.

Worker's compensation coverage for all full-time employees to the extent required by Texas law; and

Business automobile liability coverage for all owned, non-owned, leased and hired automobiles with limits of not less than \$2,000,000 combined single limit, per occurrence, for bodily injury and property damage.

Owner shall provide certificates of insurance evidencing the above required coverages on throughout the term of this Agreement (but only from and after the commencement of construction) upon request by the County.

3.3 Other Covenants. During the term of this Agreement, Owner shall:

(a) Separately identify labor and materials in any contracts with its general or prime contractors for construction of the Project and Improvements in the amount of \$50,000 or more for the purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Tax Code resulting in the value of the materials being separately identified from other costs and state that the situs of any sales and use tax paid and related thereto will be Goliad County, Texas.



(b) Make a good faith effort to require all contractors and any other buyers of the Project and Improvements to make Goliad County, Texas the situs of sales and use taxes.

(c) Consider membership in the Center for a Solar Powered Future (SPF2050).

(d) Deliver to County not later than forty-five (45) days prior to the commencement of construction of the Project and Improvements the following items which may be subject to change over time:

- i. Hydrology studies listing required drainage improvements that provide protection against excessive erosion damage. Additionally, post fire event water evacuation course channels and retention ponds shall be provided.
- ii. Internal site-road layouts and relevant site road construction drawings that document Owner's plans to construct all-weather access to accommodate the provision of emergency services, including fire protection.
- iii. Project's Geotechnical Report.
- iv. Project Phase 1 Environmental Site Assessment.
- v. Project's Stormwater Pollution Prevention Plan, including anti-pollution plans to protect surface and groundwater from any leaching of adverse agents due to fire or destruction or degradation of the improvements.
- vi. Solar Panel Specification Data Sheets along with any Material Safety Data Sheets ("MSDS") or warnings that are relevant to the handling, installation, or maintenance of the equipment.
- vii. List of vegetation control methods to include chemicals planned for application, if applicable.
- viii. List of livestock species allowed for potential agricultural production, along with related provisions, if applicable.
- ix. A landscaping plan designed to minimize the visual impact of the project upon adjoining existing residential properties along existing roadways by use of existing suitable natural vegetation together with the placement of compatible plants, trees, shrubs or other suitable vegetation intended to screen portions of the project from view of adjoining existing residential properties.

3.4 Local Spending. Owner agrees it will use commercially reasonable efforts to utilize qualified contractors and vendors located in the County for the construction of the Improvements and the

operation and maintenance of the Project, subject to and in compliance with Owner’s internal procurement policies and procedures. However, Owner will not be required to use goods and services provided by local contractors or vendors where such local goods or services are not comparable in quality to those provided by nonresidents or where such goods and services are not available on terms and conditions (including price and bonding capacity) comparable to those offered by nonresidents. Owner agrees to designate a coordinator of local services who will act as a liaison between Owner and any individuals, businesses or contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Improvements. County acknowledges that Owner may engage a nationally recognized solar power plant contractor to act as the general contractor of the Improvements, and that Owner or any such contractor shall procure specialty equipment and specialty materials, including but not limited to inverters, transformers, modules, trackers, and related energy equipment, directly from the manufacturers or distributors of such equipment and materials. County agrees that such actions shall not in any way violate this Section 3.4. Additionally, Owner agrees to do the following:

Not later than one month prior to the start of construction of the Improvements, Owner will hold a job fair within thirty miles of the Reinvestment Zone advertising construction employment positions and soliciting those persons or firms that are interested in selling goods or providing services with respect to the construction of the Improvements. No later than two weeks prior to the job fair, Owner shall publish a notice in the local newspaper announcing the date, time and location of the job fair and the procedure for application. Applications from the job fair shall be distributed to the various subcontractors for consideration. Owner will compile and maintain, throughout the construction process, a list of local prospective employees, vendors, contractors and service providers interested in participating in the construction process.

Not later than one month prior to filling the first full-time position (excepting internal transfer and promotions) for the on-site operation of the Project, Owner shall publish notice of the position in the local newspaper describing the position and the procedure for application. If a full-time position must be filled to replace an existing employee assigned to the on-site operation of the Project, and unless Owner elects to promote an individual already employed by Owner, Owner shall publish notice of the position as far in advance of filling the position as is commercially practicable. Any position requiring more than 35 hours per week shall be considered full time.

**3.5 Inspections.**

**Right to Inspect, Obtain Information.** Subject to the further provisions of this Section, at all times during the term of this Agreement, the County, acting through its officers or a designated agent or employee, shall have reasonable access to the Improvements and the Project: (i) to verify that the Improvements are constructed in accordance with the Plans and Specifications and conditions of this Agreement, (ii) to verify that the Project are operated in a manner consistent with this Agreement, (iii) to verify compliance with the terms of this Agreement and the truth of any representations made by Owner pursuant to the terms of this Agreement, (iv) to determine the Nameplate Capacity, (v) to obtain, or verify, information reasonably necessary to ascertain the Certified Appraised Value of the

Improvements, or (vi) any other fact or circumstance pertinent to the performance of this Agreement.

Conduct of Inspections. The County agrees to provide Owner with at least two (2) business days advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted at a mutually agreed time and date and in a manner that will not unreasonably interfere with the construction of the Improvements or the operation of the Project. All such inspections shall be made with one or more representatives of Owner and in accordance with all applicable Project and governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents or employees of the County or the Appraisal District. Nothing herein shall be construed to limit or diminish the authority of the County or the Appraisal District to conduct inspections or obtain information under applicable law.

3.6 Annual Exemption Application. On or before **April 30** of each year of the Tax Abatement Period, Owner shall apply for an abatement exemption application with the Appraisal District pursuant to Section 11.28 of the Texas Tax Code on Texas Comptroller Form 50-116 or equivalent.

3.7 Determination of Value. During the Term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Appraisal District with such information as is required by applicable law (including a rendition filed under Chapter 22 of the Texas Tax Code and an application for exemption filed under Section 11.28 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement.

3.8 Estoppel Certificates. Either party hereto may request an estoppel certificate from the other party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate 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, consent to inclusion of another matter not to be unreasonably withheld. A party shall not unreasonably withhold its consent to a request for an estoppel certificate. A party shall provide, within fourteen (14) days of receiving a request, an estoppel certificate or an explanation of why the party is not willing to provide the certificate.

3.9 Use of Improvements. The Improvements shall be used solely for the generation, transmission, distribution, and of electricity using solar photovoltaic panels in furtherance of the County's development goals to achieve a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

3.10 Damage or Destruction of Improvements. In the event of damage to, or destruction of, the Improvements, or any portion thereof, the PILOT Amounts specified in Section 2.6 above shall be based on the number of MW of Nameplate Capacity that can still generate electricity during reconstruction, provided however, that the Owner shall document the generating capacity remaining after the damage event, and the County and Owner shall mutually agree to the Nameplate Capacity upon which the PILOT payment during reconstruction will be based.

3.11 Criteria for Insurance, Bonding Companies. The insurance policies required by Section 3.2 shall be issued by insurance carriers authorized to conduct business in the State of Texas and rated

(i) "A-" or better by A.M. Best, or (ii) rated "A" or better by S&P Global ratings, or (iii) having an equivalent rating by another nationally recognized insurance rating agency, or (iv) such other insurance carriers of recognized responsibility, which, solely in the case of insurance carriers described in this clause (iv), shall be subject to any required consent, which consent shall not be unreasonably withheld or delayed.

3.12 Charitable Donation. Separate and apart from the PILOT payment, Owner agrees to fund, not later than June 1 of each year during the Abatement Period, an annual charitable donation of \$15,000.00 for each year of the Abatement Period, payable to the County for the use and benefit of Volunteer Fire Departments most likely to respond to the Project location in the event of fire. There shall be a total of ten charitable donations made during the Abatement Period under this Section 3.12.

3.13 Fire Training. Owner agrees to annually provide on-site training to County and Volunteer Fire Department key responders in accordance with Owner's emergency response plan(s) submitted to the County. Owner agrees that Project operations will comply, in all respects, with the emergency response plan(s) submitted to the County.

3.14 Road Repair. Owner and its contractors, subcontractors, and service providers shall have the right to use County roads identified in a separate Road Use Agreement entered into by the parties which will be filed as a public record with the County Clerk.

## **Section 4 REPRESENTATIONS**

4.1 By the County. The County hereby warrants and represents that this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County. 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 has been designated and this Agreement has been approved in accordance with Chapter 312 of the Texas Tax Code and the Guidelines as both exist on the Effective Date of this Agreement; (iii) no interest in the Improvements is held, leased, or subleased by a member of the County Commissioners Court, (iv) that 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 Texas Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

4.2 By Owner. Owner hereby warrants and represents to the County as of the Effective Date:

- (a) That (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Project and Improvements to be placed on the Site; (ii) construction of the proposed Project and Improvements 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 Project will be limited to the use described in this Agreement (and ancillary uses) during the Abatement Period; (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 any filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required now or in the future; (vi) Owner agrees to conduct a Phase I Environmental Site Assessment for the Project and Improvements in accordance with state and federal law and meet or exceed the permit requirements identified by the environmental study; (vii) Owner agrees to observe all state and federal law restricting the diversion and impoundment of the natural flow of surface water across the Project and Improvements; (viii) Owner agrees to observe all state and federal law concerning the environment and hazardous substances; and (ix) Owner agrees that in the event of any assignment of this agreement, said assignment shall include a commitment by the successor and/or assignee to and be bound the terms and conditions of this Agreement.

- (b) That Owner is a limited liability company in good standing under the laws of its state of organization and authorized to do business in the State of Texas; or in the case of a permitted assignee of this Agreement, that such assignee is authorized to do business in the State of Texas.
- (c) That Owner is not in default in the payment of any taxes owing to the federal, state or any local governmental units within the County.
- (d) That the officer of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized to perform all covenants undertaken by Owner pursuant to this Agreement.
- (e) That there is no operating agreement, certificate of formation provision, or agreement between Owner and any third party which in any way limits Owner's authority to enter into this Agreement and perform all covenants and agreements set forth herein.
- (f) That none of the tangible personal property that is intended to be a part of the Improvements located within the Reinvestment Zone is located within the Reinvestment Zone as of the Effective Date of this Agreement.

## **Section 5 DEFAULT; REMEDIES**

5.1 Default in Constructing Improvements. If Owner fails to substantially complete the Improvements in the manner, and within the time period stated in this Agreement, and Owner's failure to comply with those provisions of this Agreement are not cured following notice to Owner pursuant to Section 5.3 below, Owner shall be in default under the terms of this Agreement. In the event of a default in the timely substantial completion of the Improvements, the County may terminate or cancel this Agreement and Owner shall pay to the County all property tax revenues (including penalties, interest, attorney's fees and costs) that would have been payable to the County in the absence of this Agreement for any portion of the Improvements that are constructed less a credit for any PILOT payments made by Owner. Provided however, that if the final Improvements

constructed by Owner and described in the Certificate fail to include a minimum of 270 megawatts, AC, of Nameplate Capacity, such failure shall not be deemed a breach of this Agreement so long as Owner pays the minimum PILOT payment due under Section 2.3 and 2.6 of this Agreement.

5.2 Default in Operations, Payments or Performance of Other Covenants. The occurrence of any of the following circumstances shall be an event of default under the terms of this Agreement (subject to cure as set forth in Section 5.3):

The Project is not operated in accordance with the material terms of this Agreement;

Owner fails to timely pay any amounts owing to County pursuant to this Agreement, including any *ad valorem* taxes owed to the County or any other taxing unit within the County, or fails to timely and properly follow applicable procedures for protest or contest of any such *ad valorem* taxes;

Owner fails to timely perform any material covenant, condition or agreement it has undertaken pursuant to the terms of this Agreement;

Any representation made by Owner in Section 4.2 of this Agreement was materially untrue as of the Effective Date; or

Owner fails to maintain continued operations in accordance with Section 2.9(f).

5.3 Notice, Right to Cure. Upon the occurrence of an event of default (including default under Sections 5.1 or 5.2 above), the County shall give the Owner written notice specifying the default.

(a) Monetary Defaults. If the event of default relates to the payment of money, Owner shall cure such default within 90 days of the date of the notice from the County.

(b) Non-Monetary Defaults. If the event of default is based upon an event other than a default in the payment of money, Owner shall cure such default within 90 days of the date of the notice of default by the County. This cure period shall be extended such additional time period as the documentation demonstrates is reasonably necessary to cure the default provided that Owner has commenced the cure and is diligently proceeding with such cure, but not longer than 180 days without the approval of the County, which approval shall not be unreasonably withheld, conditioned or delayed.

5.4 Remedies.

If an event of default is not cured in accordance with Section 5.3 above, then the County may terminate this Agreement. If there is a default (other than a default pursuant to Section 5.1 above) that is not cured by Owner within the time permitted by Section 5.3 above, Owner shall not be entitled to abatement of taxes for the calendar year in which the default occurs and any subsequent calendar year on which the default remains uncured for any period. If a default continues over more than one day, it will be considered to have occurred on the date on which it first occurred.



If an event of default occurring during the Abatement Period is not cured in accordance with Section 5.3 above, then the County may by written notice terminate this Agreement and require Owner to make a recapture payment within sixty (60) days of such notice of termination that shall be equal to all *ad valorem* taxes abated pursuant to the terms of this Agreement to the date of any default minus a credit to Owner for the sum of the PILOTs paid to the date of the default. The County shall have a lien securing such recapture payment amount which shall be equivalent to a tax lien created pursuant to Section 32.01 of the Texas Tax Code. This lien shall attach to the Improvements as provided in Section 32.01 of the Texas Tax Code and shall have the same priority as a tax lien existing under Section 32.01 of the Texas Tax Code. Notwithstanding the foregoing the County's right to foreclose this lien shall be subject to the County's compliance with the notice and right to cure provisions of Section 5.3 above.

5.5 Mortgagee Protection. Notwithstanding any other provision hereof, County agrees that Owner may, without any further consent from the County, mortgage, pledge, or otherwise encumber its interest in this Agreement, the Project, and Owner's lease and easement agreements related to the land on which the Improvements are located ("**Leases**"), to any lender or to any Commissioner or beneficiary under a deed of trust or to any master or special servicer (a "**Mortgagee**") for the purpose of financing operations of the Project, constructing the Improvements or acquiring additional equipment for the Project following any initial phase of construction (a "**Financing**"). Any Mortgagee shall be entitled to receive the same written notice of any default as County is required to provide Owner hereunder so long as County has been provided notice of the identity and address of such Mortgagee, and such Mortgagee shall be entitled to cure or commence cure of any such defaults in the same manner as Owner. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

5.6 LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, TERMINATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE), RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN THIS AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED HEREIN, 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 COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS SECTION ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, 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.

5.7. Default by County. If Owner believes that any attempted termination of the Agreement by County is improper or that County is otherwise in default of its obligations in this Agreement, Owner may file suit in the proper court with respect to such attempted termination or event of



default. OWNER'S SOLE REMEDY WILL BE REINSTATEMENT OF THIS AGREEMENT AND SPECIFIC PERFORMANCE BY THE COUNTY.

## **Section 6 ASSIGNMENT or TRANSFER OF OWNERSHIP**

6.1 Assignment or Transfer of Ownership. So long as no default exists and is continuing at the time of the proposed assignment or transfer, Owner may, without the consent of the County, assign or transfer, in whole or in part, any of its rights or obligations under the terms of this Agreement or in the Improvements, Leases or the Project (i) pursuant to Section 5 of this Agreement, (ii) to an Affiliate of Owner, or (iii) to a Permitted Transferee. Owner shall provide written notice of any assignment or transfer to the County. The consent of the County for any other purported assignment or transfer may only be withheld under those circumstances described in this section. After an assignment that is completed in accordance with the requirements of this Agreement, Owner shall have no further rights, duties, or obligations under this Agreement to the extent such rights, duties, and obligations have been assumed by the assignee.

For purposes of this Section, a "Permitted Transferee" means any purported assignee or transferee that, together with its parent companies and affiliates: (1) has operated at least 25 MW of energy assets for at least 1 year; or (2) has gross assets greater than \$10 million dollars; or (3) is a publicly traded company.

6.2 Information on Assignee or transferee to be Provided to County; Timing of Consent. In the event Owner proposes to assign all or any portion of its interest in the Project in a transaction that requires the County's consent, Owner agrees to provide the County the Background Information on the proposed assignee. Owner agrees to reimburse the County, up to a maximum of \$5,000 for any expenses incurred by the County in obtaining or analyzing any of the Background Information.

6.3 County May Withhold Consent. To the extent that the consent of the County is required for a purported transfer or assignment by Owner other than as provided in Section 6.1 (above), the County may withhold its consent to a proposed assignment or transfer in its reasonable discretion only if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the Agreement and pay the *ad valorem* tax assessments from Goliad County as they are made, or the proposed assignee cannot otherwise reasonably demonstrate its financial ability to abide by all terms and conditions set forth herein, (ii) the proposed assignee has a record of violations or defaults with respect to its operations of solar projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement, and (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 6.4 below.

If the County reasonably requests additional information of the Owner, in order to satisfy this obligation, the Owner and the prospective assignee/transferee agree to negotiate in good faith regarding what information will, and will not, be made available to the County and any conditions to the disclosure of such information. The County shall advise Owner in writing of its objection to the proposed assignment or transfer not later than ten (10) business days from the date the County is provided with all Background Information.



6.4 Conditions to Assignment. Owner's assignment or transfer shall also be conditioned on the following:

Delivery to the County of an assignment and assumption agreement by and between Owner and the assignee, pursuant to which: (i) in the case of a partial assignment, each of Owner and assignee assume and agree to timely discharge all covenants and obligations under the terms of this Agreement (as applicable), and (ii) in the case of a full assignment, assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement;

Proof reasonably acceptable to the County (which may be in the form of an opinion of legal counsel) that the assignee is authorized to sign the addendum and perform the covenants and obligations thereby undertaken;

The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and

Proof that the proposed assignee has obtained or will obtain the insurance coverage required by this Agreement.

6.5 Sale or Transfer to Non-taxable Entity.

If, during the Abatement Period or the period of time during which Owner is required to maintain continued operations pursuant to Section 2.9(f) above, the Owner proposes a Transfer to a Non-taxable entity, Owner shall pay to the County an amount equal to: (i) for the five tax years preceding the year in which the Transfer to a Non-taxable Entity occurs, all *ad valorem* taxes abated under the terms of this Agreement but giving credit to Owner for the sum of all PILOTs made to the date of the proposed assignment, and (ii) all *ad valorem* taxes which would be due and owing for the year during which the Transfer to a Non-taxable Entity is made, even though such taxes may not yet be billed or finally assessed. Such payment shall be made prior to or on the effective date of any such assignment to a Non-taxable Entity.

Any Transfer to a Non-taxable Entity by Owner without compliance with Section 6.5(a) above shall be considered a default under the terms of this Agreement without the requirement of any notice by the County to Owner or opportunity to cure. Following any such default the County will be entitled to recapture the taxes abated pursuant to this Agreement in accordance with Section 5.4 above.

As used in this Agreement, a "Transfer to a Non-taxable Entity" shall mean any sale, transfer or assignment, in whole or in part, of the Project under circumstances where the assignee is exempt from property taxation, under applicable law, with respect to the Improvements or the Project, or any portion thereof, sold, transferred or assigned to the assignee.

If Owner Transfers to a Non-taxable Entity only a portion of the Project, then this Section, including any recapture obligation, shall apply pro rata only to those the portion of the Project that is Transferred to a Non-taxable Entity, and the Agreement will remain in effect

with respect to the portion of the Project not Transferred to a Non-taxable Entity, subject to a pro rata reduction in the PILOT to reflect the Capacity retained by Owner.

## DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:

(a) “Affiliate” or “Affiliate of Owner” shall mean a Subsidiary or a person who controls, is controlled by, or under common control with another person, where a person shall be deemed to control another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person through an ownership interest; and “Subsidiary” or “Subsidiary of Owner” shall have the meaning assigned to it in the Texas Business Organizations Code.

(b) “Background Information” shall include, without limitation, in the case of a proposed assignee or partial assignee identified by the County and reasonably pertinent to the County’s consent under Section 6.3 hereof:

- i. its legal name or identity;
- ii. the address of its local office in the County, if applicable, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office;
- iii. the state in which it was chartered and its registered office and agent in that state, the name and address of its registered agent and office in the State of Texas, and the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code);
- iv. all public filings made in the year of the proposed assignment and the preceding two years with the Securities and Exchange Commission of the United States or with the agency of any state regulating securities transactions, if any; and
- v. a report from an independent financial rating firm selected by the County, such as Dunn and Bradstreet or Moody’s, if such report exists.

(c) “Base Year” shall mean the calendar year this Agreement is entered into.

(d) “Certified Appraised Value” shall mean the appraised value of property that is subject to property taxation under the Texas Tax Code determined and certified by the Chief Appraiser of the Goliad County Central Appraisal District for each taxable year.

(e) “Term” shall mean the period from the Effective Date through the last day of the Abatement Period.



**Section 7**  
**NOTICES**

7.1 Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addresses or the named representatives thereof, or when mailed by prepaid certified mail, return receipt requested, or sent by overnight courier addressed to such party at the respective addresses set forth below:

If to the County:

Goliad County, Texas  
Attn: County Judge  
Goliad County Courthouse  
Goliad, Texas 77963

If to the Owner:

Charro Creek Solar LLC  
9111 Jollyville Road, Suite 115  
Austin, TX 78759

Either party may change the address for notices by a written notice forwarded in accordance with the foregoing.

**Section 8**  
**MISCELLANEOUS**

8.1 Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be in a court of competent jurisdiction in Goliad County, Texas, or in a United States District Court of Texas having Goliad County within its original jurisdiction. Venue may not be assigned or transferred elsewhere.

8.2 Relationship of Parties. Under no circumstances shall Owner, or any of Owner's employees, look to Goliad County as his/her employer, or as a partner, agent or principal. Neither Owner nor any of Owner's employees shall be entitled to any benefits accorded to Goliad County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay.

8.3 Waiver. The failure of either party to enforce any right or demand strict performance of any obligation of the other party under this Agreement shall not operate as, or be construed to be, a waiver of such right or obligation.

8.4 Entire Agreement, Interpretation. This Agreement, including Exhibits A through D, attached hereto and which are incorporated herein by reference, collectively constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or

contemporaneous discussions, representations, correspondence or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.

8.5 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.

8.6 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 received by the Company from the County as of the date of such violation, minus any PILOT payments made by Owner, 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 and the dates the PILOTs were paid by Owner the until the date the amount due is repaid to the County.

8.7 Owner as Party to Litigation. In the event any litigation is initiated questioning or challenging the validity of this Agreement or any part hereof or any of the underlying orders or Commissioners Court actions authorizing the same, the County agrees not to object to the Owner's joinder or intervention in such litigation.

8.8 Force Majeure. If Owner's performance of any obligation or obligations under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner, then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. 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. Contingencies or causes beyond the control of Owner include, without limitation:



(a) Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, and labor disputes or strikes;

(b) The current coronavirus or similar pandemic or governmental actions, governmental shut-downs, travel restrictions, quarantines, or business closings stemming therefrom;

(c) To the extent it affects the Owner's ability to perform a non-monetary covenant or obligation under this Agreement:

- i. A change in a governmental law or regulation if Owner complies with the changed or revised law or regulation within the time limits, and in the manner, provided by such changed or revised law or regulation;
- ii. A delay occasioned by the fact that supplies or materials are not reasonably available or the fact that a contractor or subcontractor is delayed in performing services and in either case the circumstance is not directly or indirectly caused by the acts or omissions of Owner.

Any party claiming delay due to an event of Force Majeure must provide written notice to the other party promptly upon learning of such event, and in such notice must provide a reasonable description of the event of Force Majeure, the date of commencement of the event of Force Majeure, and the nature of the delay anticipated to be incurred as a result thereof. The party claiming Force Majeure must also provide written notice to the other party of the cessation of the event of Force Majeure, including a reasonable description of the resolution of the event of Force Majeure and the date on which the Force Majeure was resolved.

8.9 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement. Once all parties to this Agreement have signed a counterpart, this Agreement shall be binding upon all parties in accordance with the terms hereof.

8.10 Official Minutes. The parties agree a duplicate of this Agreement shall be entered in the Official Minutes of the Commissioners Court of Goliad County, Texas.

8.11 Creation of Agreement. The County agrees that any other taxing unit eligible to enter into agreements relating to the abatement of taxes may adopt all or any portion of this Agreement.

8.12 Further Acts. The parties each agree to cooperate fully with the other and to take such further action and execute such other documents or instruments as necessary or appropriate to implement the terms of this Agreement.

8.13 Conflict with Guidelines. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines, those Guidelines are deemed amended for purposes of this Agreement only.

8.14 Indemnity. Owner agrees to indemnify, defend, and hold County harmless against and from all liabilities, damages, claims, and expenses, including without limitation reasonable attorneys'

fees, that may be imposed upon or asserted against County by any third party in connection with Owner's alleged breach of this Agreement. Owner shall not be required to indemnify, defend, and hold County harmless against third party claims asserting procedural defects relating to the County's creation of this Agreement. Owner will reimburse the County for all costs, including reasonable and necessary legal fees, in any final disposition of a claim that is subject to indemnification by Owner under the first sentence of this Section, whether by adjudication in court or alternative dispute resolution procedures, provided that Owner shall not be responsible for reimbursement of County for any matter that the County agrees to settle without the approval of Owner.

8.15 Expenses of Negotiation and Compliance. Owner agrees to pay the County's reasonable expenses incurred as a result of the negotiation, including all costs of publication or other required procedures under applicable statutes, of this Agreement including all reasonable and necessary attorney fees incurred during the negotiation and preparation of this Agreement. Payment is to be made within 30 days of receipt by Company of invoice from Goliad County, with supporting documentation sufficient to enable the Owner to verify such expenses. Notwithstanding anything in this paragraph, the maximum reimbursement to be paid by Owner under this Section is \$10,000.00.

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EXECUTED AND EFFECTIVE as of the date and year first written above.

Attachments:

- Exhibit A: Order Creating Reinvestment Zone
- Exhibit B: Criteria and Guidelines for Tax Abatement
- Exhibit C: Application for Tax Abatement
- Exhibit D: Project Description, Site Map, Property List

ATTEST:

COUNTY:

Goliad County, Texas

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
County Judge

OWNER:

CHARRO CREEK SOLAR LLC  
A Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**Order Creating Reinvestment Zone**



**Exhibit B**  
**Guidelines and Criteria for Tax Abatement**

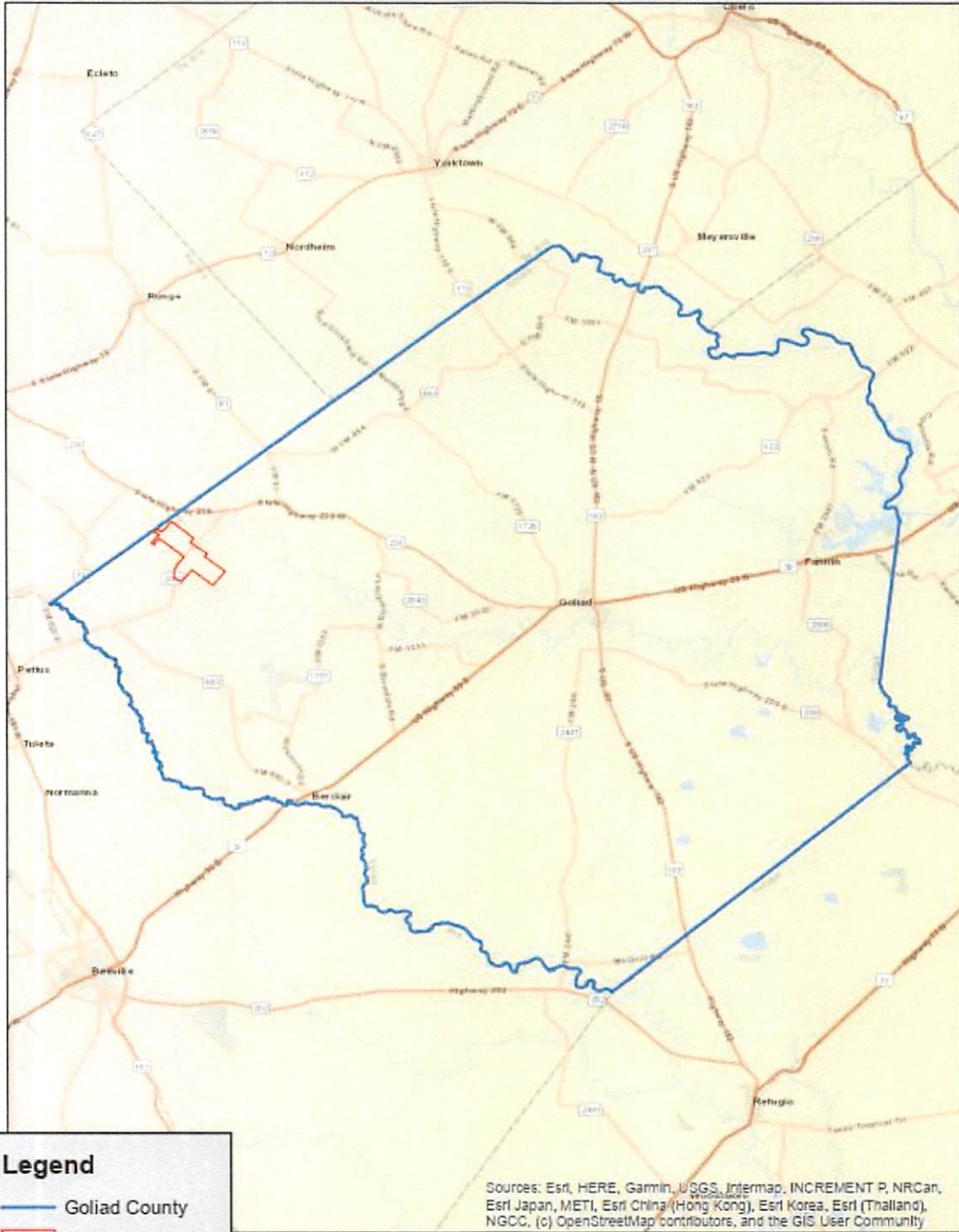
**Exhibit C**  
**Application for Tax Abatement**

**Exhibit D**  
Project Description, Site Map, Property List

Charro Creek Solar LLC is a planned facility to be developed by Solar Proponent, and located in Goliad County, Texas. The current scope of the project is contemplated to include:

- Substation
- Transmission Line
- Inverters
- Foundations
- Roadways, Paving, & Fencing
- Posts & Racking Equipment
- Meteorological Towers & Equipment
- Mounting & Tracking Equipment
- Transformers
- Grading
- Fuses
- Combining Boxes
- Cabinets
- Interconnection Facilities
- Solar Modules & Panels
- Power Conditioning Equipment
- Combiner Boxes
- Operation & Maintenance Buildings
- DC & AC Cabling (and structures/installation methods to support such cables)
- SCADA Equipment
- DC Strings
- Harnessing
- Components to Attach Modules to Racking

# Charro Creek Solar, LLC



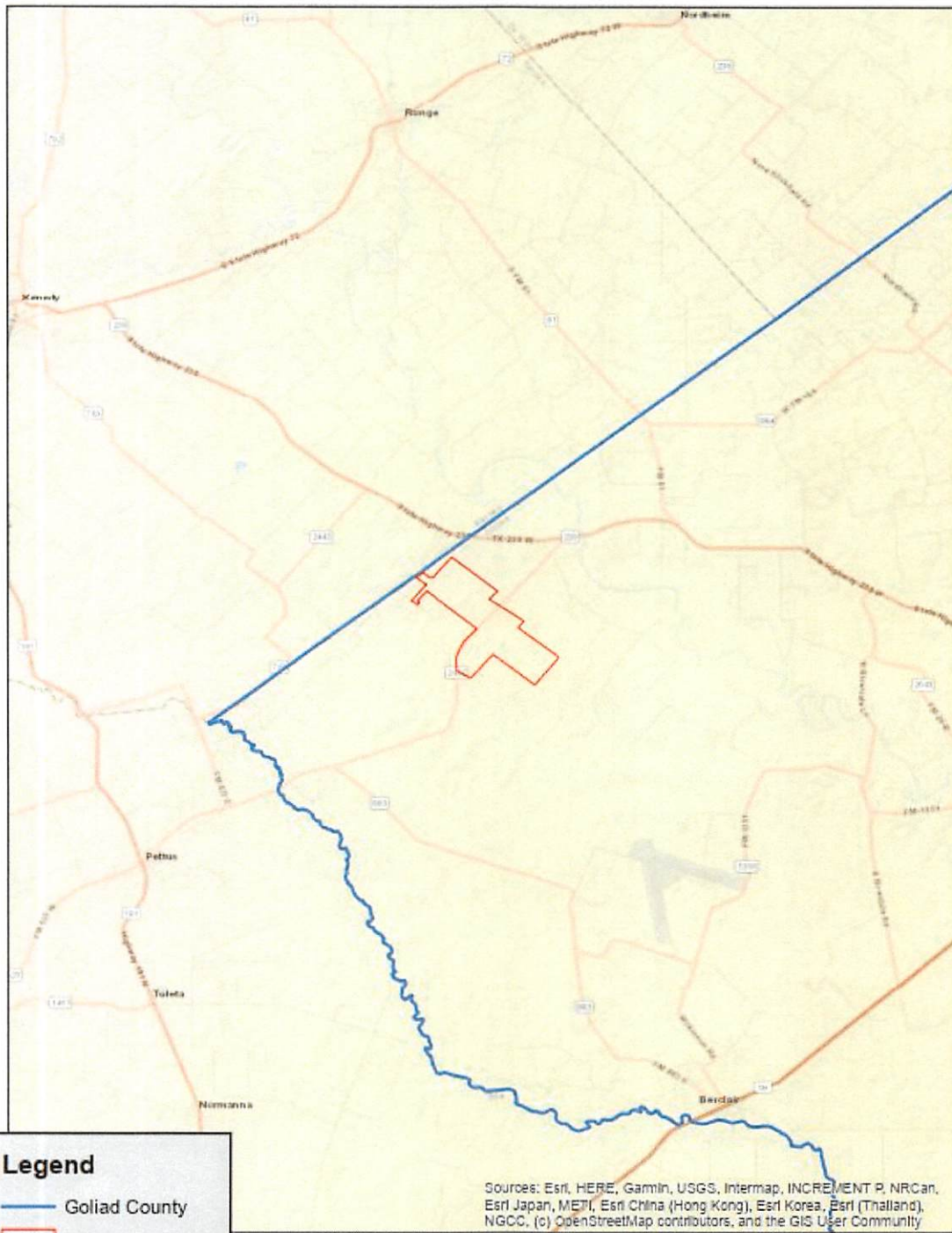
**Legend**

- Goliad County
- Project Boundary

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

0 3.75 7.5 15 Miles

# Charro Creek Solar, LLC



**Legend**

- Goliad County
- Project Boundary

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

0 1.75 3.5 7 Miles

REINVESTMENT ZONE (PARCEL LISTING)

OWNER	PARCEL #	ACRES	LEGAL DESC
Pinnacle Ranch	5510	663.93	J GRIFFITH C-7 D-7 ABS 133
Pinnacle Ranch	5509	1082.48	PT OF D GILMARTIN D-7 ABS 131 AC 1082.48
Pinnacle Ranch	5511	3064.92	PT OF P TREVINO E-7,8 D-8 ABS 45 AC 3064.92
Pinnacle Ranch	5507	188.79	GWT & P RR CO C-8 ABS 320 AC 188.79
Pinnacle Ranch	5508	24.91	A B HAMMETT C-8 ABS 165 AC 24.91
Pinnacle Ranch	5512	10	CUAD ORROG CO D-9 ABS 315 AC 10.00
Pinnacle Ranch	5503	898.75	PT OF W D SUTHERLAND E-8 ABS 268 AC 898.75
Braudaway Brothers Cattle	1495	16	P TREVINO C-7 ABS 45 AC 16.00
Braudaway Brothers Cattle	1493	19.16	B A BARROUM, CUAD IRR CO C-7 ABS 418, 350 AC 18.00
Braudaway Brothers Cattle	1494	59.37	P TREVINO C-7 ABS 45 AC 59.37