

**HOPKINS COUNTY  
CHAPTER 381 ECONOMIC DEVELOPMENT  
PROGRAM AND AGREEMENT**

This **CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between **HOPKINS COUNTY, TEXAS**, a Texas political subdivision (hereinafter referred to as "County"), and **BRIGHT ARROW SOLAR, LLC**, a Delaware Limited Liability company (hereinafter referred to as the "Developer"), for the purposes and considerations stated below:

**WHEREAS**, Developer intends to construct a solar farm with supplemental battery storage (hereinafter referred to as the "Project") within the County and desires to participate in the economic development program established in this Agreement; and

**WHEREAS**, Developer agrees to make a capital investment of approximately **Two hundred seventy five million and no/100 dollars (\$275,000,000.00)** towards the Project in the form of new business equipment, new business personal property, and new improvements to real property, not including inventory, in accordance with the terms of this Agreement; and

**WHEREAS**, Developer agrees to create two (2) new Full-Time Employment Positions working on the Property during the Term of this Agreement; and

**WHEREAS**, the Developer desires to enter into this Agreement pursuant to Chapter 381 of the Texas Local Government Code (hereinafter referred to as "Chapter 381"); and

**WHEREAS**, the County desires to provide, pursuant to Chapter 381, an incentive to Developer to develop the Property as defined below; and

**WHEREAS**, the County has the authority under Chapter 381 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within Hopkins County, Texas; and

**WHEREAS**, the County determines that a grant of funds to Developer will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the County, and will further assist with economic development within the County; and

**WHEREAS**, the County has concluded and hereby finds that this Agreement clearly promotes economic development in Hopkins County, Texas, and, as such, meets the requisites under Chapter 381 of the Texas Local Government Code, and further is in the best interests of the County and Developer; and

**WHEREAS**, the County has concluded and hereby finds that this Agreement clearly promotes economic development in the Hopkins County, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development

and diversification of the economy of the state, by eliminating unemployment or underemployment in the state, and by the development or expansion of commerce within the state.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

**SECTION 2. TERM.**

This Agreement shall be effective as of the Effective Date of this Agreement, and shall continue thereafter until **December 31, 2032**, unless terminated sooner under the provisions hereof.

**SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- (a) **Agreement.** The word "Agreement" means this Chapter 381 Economic Development Program and Agreement, authorized by Chapter 381 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (b) **City.** The word "City" means the City of Sulphur Springs, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 210 N. Davis Street, Sulphur Springs, Texas 75482.
- (c) **County.** The word "County" means Hopkins County, Texas, a political subdivision of the State of Texas, whose address for the purposes of this Agreement is 118 Church Street, Sulphur Springs, Texas 75482.
- (d) **Developer.** The word "Developer" means Bright Arrow Solar LLC, a Texas Limited Liability company, its successors and assigns, whose address for the purposes of this Agreement is set forth in Section 11(h).
- (e) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer and the County.
- (f) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth in the section entitled "Events of Default" in this Agreement.

- (g) **Full-Time Employment Position.** The words “Full-Time Employment Position” or “Full-Time Employment Positions” mean and include a job requiring a minimum of Two Thousand Eighty (2,080) hours of work averaged over a twelve (12) month period.
- (h) **Nameplate Capacity--Solar.** Means the total or overall generating capacity of the solar power Improvements on the property in megawatts AC.
- (i) **Nameplate Capacity--Battery.** Means the total or overall battery storage capacity of the Project in megawatts
- (j) **Payment in Lieu of Taxes or “Pilot”.** Means a payment made by Developer to County as set forth in Section 4(g).
- (k) **Payment Period.** The words “Payment Period” mean the ten-year period beginning on **January 1, 2023**. Calendar year **2023** shall be “Year 1” of the Payment Period.
- (l) **Personalty.** The word “Personalty” means the taxable tangible personal property located on the Property in connection to the Project other than tangible personal property that was located on the Property at any time before the period covered by this Agreement, excluding inventory and supplies.
- (m) **Program Grant or Program Grant Payment.** The words “Program Grant” or “Program Grant Payment” mean the economic development grants paid by the County to Developer in accordance with this Agreement, computed with reference to County ad valorem taxes assessed and collected for the Property and Personalty located on the Property.
- (n) **Project.** The word “Project” means those expenditures consisting of the construction of a solar farm with supplemental battery storage to be constructed and owned by Developer on the Property.
- (o) **Property.** The word “Property” means the approximately 2,915.374 acre tract or tracts of land in Hopkins County, Texas, as generally described and/or depicted in **Exhibit A** of this Agreement, which is attached hereto and incorporated herein for all purposes, and generally located in the Northwest portion, Hopkins County, Texas. The Parties acknowledge and agree that the description of the Property contained in **Exhibit A** may be amended from time to time in the event that Developer contracts more tracts of land or ceases to either own, lease, or hold an option to lease any portion of the Property for solar energy development, such that **Exhibit A**, as amended from time to time will only reflect that portion of the Property which Developer owns, has leased, or holds option(s) to lease for the solar energy development. When from time to time the Property increases or decreases the Developer shall notify the County Commissioners Court. This notification shall include the impact on the Nameplate Capacity Capacity—Solar and Nameplate Capacity—Battery.

- (p) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.
- (q) **Lender.** The word “Lender” means any entity or person providing, directly or in directly, with respect to the Project or any of (a) senior or subordinated construction, interim or long-term debt financing or refinancing whether that financing or refinancing takes the form of private debt, public debt or any other form of debt (including debt financing or refinancing), (b) a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure (c) tax equity financing, (d) any interest rate protection agreements to hedge any of the foregoing obligations, and/or (e) any energy hedge provider. There may be more than one lender. Developer must send written notice to County with the name and notice information on any Lender.

#### SECTION 4. OBLIGATIONS OF DEVELOPER.

Developer covenants and agrees with County that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Project.** Developer covenants and agrees to make a capital investment of approximately **Two hundred seventy five million and no/100 dollars (\$275,000,000.00)** for the Project in the form of improvements, new business personal property, new business equipment, but excluding inventory to be situated on the Property. Developer covenants and agrees to complete construction of the Project so that the Project will be commercially operational by **December 31, 2022**. Developer covenants and agrees to submit to the County invoices, receipts, or other documentation in a form acceptable to the County for expenditures made towards the Project in a minimum amount of **Two hundred seventy five million and no/100 dollars (\$275,000,000.00)** by **December 31, 2023**.
- (b) **Certificate of Completion for the Project.** Developer covenants and agrees to provide to the County a certificate of completion for the Project representing that the Project is commercially operational by **December 31, 2022**.
- (c) **Operate the Project.** Developer covenants and agrees during the Term of this Agreement to keep open the Project located on the Property. Developer shall not be in violation of its obligation in this paragraph solely because all or portions of the Project are not producing electricity at all times.
- (d) **Job Creation and Retention.** Developer covenants and agrees by **December 31, 2023**, and through the Term of this Agreement to employ and retain a minimum of two (2) Full-Time Employment Positions working on the Property. Developer covenants and agrees beginning on **December 31, 2023**, and annually thereafter during the Term of this Agreement, Developer shall deliver to the County an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Employment Positions (the “Annual Compliance Verification”). Developer

covenants and agrees beginning on **December 31, 2023** and annually thereafter during the Term of this Agreement, there will be a total of ten (10) Annual Compliance Verifications due and submitted to the County covering the Full-Time Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include IRS 941 return for the third quarter of the applicable year or the Employer's Quarterly Report filed with the Texas Workforce Commission for the third quarter of the applicable year. In addition, Developer covenants and agrees beginning on **December 31, 2023**, and during the Term of this Agreement, that the Annual Compliance Verification shall certify:

- (1) the taxable appraised value of the Property and Personalty located on the Property for the applicable tax year; and
  - (2) if the taxes have been paid prior to the December 31 deadline for filing the Annual Compliance Verification, the ad valorem taxes paid to the County for the Property and Personalty located on the Property for the applicable tax year.
- (e) **Payment of Ad Valorem Taxes.** Beginning with tax year 2023 and for each tax year thereafter during the Term of this Agreement, Developer shall pay by January 31<sup>st</sup> of each year during the Term of this Agreement all of the ad valorem taxes due for the previous year on the Personalty and Property attached to the project. Developer shall have the right to contest the appraised value of the Personalty and Property attached to the Project as provided by law. By exception to the above should Developer locate Personalty on the Property earlier than January 1<sup>st</sup>, 2021 Developer shall pay all the ad valorem taxes due for the tax year 2020 on the Personalty and Property by January 31<sup>st</sup>, 2021. Developer shall have the right to contest the appraised value of the Personalty and Property as provided by law.
- (f) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between Developer and the County.
- (g) **Pilot Payment.** For the tax years 2023 through 2032, Developer agrees to pay an amount equal to the sum of the following (each a "Pilot"):
- (1) \$950 multiplied by the Greater of: (i) the Nameplate Capacity—Solar located in the County and (ii) 300 Megawatts AC; and
  - (2) \$750 multiplied by the Greater of: (i) the Nameplate Capacity—Battery located in the County and (ii) 100 Megawatts.

Each Pilot Payment described in this paragraph shall be due on January 31 of each calendar year following the calendar year for which the reimbursed ad valorem tax applies. By way of example the Pilot Payment for tax year 2023 shall be due and payable on January 31, 2024.

Developer's payment of each Pilot Payment shall be accomplished by County withholding the amount of the Pilot Payment from the Program Grant Payment owed to Developer for the applicable year; except that, if the Pilot Payment is greater than the Program Grant Payment for any applicable year.

Year	Annual Pilot Payment
2023	\$360,000
2024	\$360,000
2025	\$360,000
2026	\$360,000
2027	\$360,000
2028	\$360,000
2029	\$360,000
2030	\$360,000
2031	\$360,000
2032	\$360,000

**SECTION 5. OBLIGATIONS OF COUNTY.**

County covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

**(a) Program Grant Payment.**

- (1) Ad Valorem Taxes. During the Term of this Agreement, should Developer fail to maintain the following: (1) a Certificate of completion as required by Section 4(b) of this Agreement; and (2) the minimum Full-Time Employment Positions working at the Property as required by Section 4(d) of this Agreement, then the County shall have no obligation to make a Program Grant Payment to Developer for the applicable tax year. The failure of Developer to satisfy the above-mentioned requirements for any tax year during the Term of this Agreement shall not prevent Developer from receiving a Program Grant Payment in future tax years consistent with this Agreement.

In the event, during the Term of this Agreement, Developer satisfies the requirements contained in Section 4(b) and 4(d) of this Agreement, and the initial investment by Developer for the Property and Personalty located on the Property and the tax value of Personalty relocated to the Property by Developer is at least a combined **Two hundred seventy five million and no/100 dollars (\$275,000,000.00)**, beginning with tax year 2023 and for each tax year thereafter during the Term of this Agreement as set out in the table below, the County shall make a Program Grant Payment to Developer based upon the following percentages of County ad valorem taxes:

<b>Tax Year</b>	<b>Percentage of County Ad Valorem Taxes Reimbursed</b>
2023	100%
2024	100%
2025	100%
2026	100%
2027	100%
2028	100%
2029	100%
2030	100%
2031	100%
2032	100%

Notwithstanding the foregoing, the County shall have no obligation to pay Developer any Program Grant Payment until receipt of the Annual Compliance Verification required pursuant to Section 4(d) of this Agreement. The County covenants and agrees to provide each respective Program Grant Payment to Developer within thirty (30) days following receipt of the latter of: (1) ad valorem taxes paid to the County for the Property and Personalty for the tax year to which the respective Program Grant Payment corresponds; and (2) the Annual Compliance Verification.

- (b) **Performance.** County agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and County.

**SECTION 6. CESSATION OF ADVANCES.**

If County has made any commitment to make any advance of financial assistance to Developer, whether under this Agreement or under any other agreement, the County shall have no obligation to advance or disburse any financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs; or (iii) Developer fails to timely make a Pilot Payment; provided, however, that if Developer timely cures any such situation in accordance with Section 8, any such obligation of the County to advance or disburse such financial assistance will be reinstated.

**SECTION 7. EVENTS OF DEFAULT.**

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or the County to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or County to comply with or to perform any other term, obligation,

covenant or condition contained in any other agreement by and between Developer and County is an Event of Default. For avoidance of doubt, (i) County's failure to time make a Program Grant Payment shall be an Event of Default by County and (ii) Developer's failure to timely make a Pilot Payment shall be an Event of Default by Developer.

- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the County by or on behalf of Developer under this Agreement, or made or furnished to Developer by or on behalf of the County under this Agreement, that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allowing its ad valorem taxes owed to the County with respect to the Personalty to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from County and/or Hopkins County Central Appraisal District is an Event of Default.
- (e) **Force Majeure.** No party may declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of Force Majeure. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty business days after the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all reasonable actions within its power to remove the basis for nonperformance and after doing so shall resume performance as soon as possible. As used in this paragraph, "Force Majeure" means any contingency or cause beyond the reasonable control of Developer, including acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action or inaction including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions, fire, earthquake, tornado, hurricane, explosions, floods, epidemics, strikes, slowdowns, or work stoppages, but in no instance shall a force majeure event exceed ninety (90) days in the aggregate.

## **SECTION 8. EFFECT OF AN EVENT OF DEFAULT.**



- (a) Failure of either party to comply with or perform any term, obligation or condition of this Agreement shall constitute an Event of Default. The non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to begin to cure said default. The notice of Event of Default shall specify the factual basis for the claim of default. If the default cannot reasonably be cured within a thirty (30) day period, and the defaulting party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the non-defaulting party shall extend the period in which the default must be cured for an additional thirty (30) days.
- (b) If Developer provides notice to the County of the existence of a Lender and includes the Lender's contact information, then the County shall be required to deliver a copy of any notice of Event of Default to the Lender at the same time that it delivers the notice to Developer. Such Lender shall have the right to cure any Developer default on Developer's behalf and shall be entitled to the same cure periods provided for Developer under this Agreement.
- (c) Should an Event of Default by Developer remain uncured, County shall have the right to terminate this Agreement, and the aggregate total of all financial assistance provided by the County to Developer pursuant to Section 5 of this Agreement shall become immediately due and payable by Developer to the County. Cancellation of the agreement and repayment of all financial assistance provided by county, along with recovery of any reasonably incurred court costs and attorneys' fees, shall be the county's sole remedy, and developer's sole liability, in the event the county terminates this agreement.
- (d) In the event that the County defaults and is unable or unwilling to cure said Event of Default, or in the event Developer believes that any alleged cancellation of this Agreement by the County is improper, Developer may file suit in the State District court presiding in Hopkins County challenging such termination. Developer's sole remedy will be reinstatement of this agreement and specific performance by the county, plus recovery of attorneys' fees and court costs if permitted by law.

## **SECTION 9. INDEMNIFICATION.**

**Developer shall indemnify, save, and hold harmless County, its directors, officers, agents, attorneys, and employees (collectively, the "Indemnitees") from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnitee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of County's financial assistance by Developer or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which County is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of County or Developer to enter into this Agreement and related issues;**

and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys' fees and disbursements) that any Indemnitee suffers or incurs as a result of any of the foregoing; provided, however, that Developer shall have no obligation under this Section to County with respect to any of the foregoing arising out of the gross negligence or willful misconduct of County or the breach by County of this Agreement. If any claim, demand, action or cause of action is asserted against any Indemnitee, such Indemnitee shall promptly notify Developer, but the failure to so promptly notify Developer shall not affect Developer's obligations under this Section unless such failure materially prejudices Developer's right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Developer in writing, as so long as no Default or Event of Default shall have occurred and be continuing, such Indemnitee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Developer to participate in such contest. Any Indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Developer may be liable for payment of indemnity hereunder shall give Developer written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Developer's concurrence thereto.

#### SECTION 10. ASSIGNMENT.

- (a) The rights and responsibilities of Developer hereunder may be assigned, in whole or in part, to an Affiliate without County's prior consent. Developer shall provide notice to the County of any assignment to an Affiliate. Developer's assignment of the Agreement to an Affiliate shall be final only after the execution of a formal assignment document between Developer and the assignee and the delivery of notice of the execution of such assignment agreement to the County. As used in this paragraph, "Affiliate" means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Developer. For purposes of this definition, "control" of an entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise.
- (b) The rights and responsibilities of Developer hereunder may be assigned, in whole or in part, to a party other than an Affiliate only after obtaining the County's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment by Developer to a party other than an Affiliate without first obtaining the consent of the County shall be an Event of Default under this Agreement. Developer shall give the County forty-five (45) 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-five (35) days after receipt of Developer's notice of assignment. If the County responds to Developer'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. Developer's assignment of the Agreement shall be final only after the execution of a formal assignment document between Developer and the assignee and the delivery of notice of the execution of such assignment

agreement to the County. Neither Developer's notice of an intended assignment nor the County's formal consent to an intended assignment shall constitute an assignment of the Agreement, and Developer's request for a consent to assignment shall not obligate owner to assign the Agreement.

- (c) No assignment under paragraph (a) or (b) above shall be allowed if (i) the County has declared an Event of Default that has not been cured, or (b) the proposed assignee is delinquent in the payment of ad valorem taxes owed to the County or any other taxing jurisdiction in the County.
- (d) The parties agree that a transfer of all or a portion of the ownership interests in Developer 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) In addition to its rights under paragraph (a) and (b) above, Developer 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 operations of the Project or constructing the Project or acquiring additional equipment following any initial phase of construction. Developer's encumbering its interest in this Agreement may include an assignment of Developer's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In the event Developer takes any of the actions permitted by this paragraph, 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 Developer 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 Developer at the same time that the Notice is delivered to Developer. If Developer does not provide the name and contact information of a Lender to the County, then such Lender shall not have the notice rights or other rights of a Lender under this Agreement.

## SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hopkins County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Hopkins County, Texas.
- (c) INTENTIONALLY DELETED.

- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. County warrants and represents that the individual executing this Agreement on behalf of County has full authority to execute this Agreement and bind County to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Filing in Deed Records.** This Agreement shall be filed in the deed records of Hopkins County, Texas. The provisions of this Agreement shall be deemed to run with the land and shall be binding on heirs, successors and assigns of Developer.
- (h) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:
  - if to Developer:                                      Bright Arrow Solar  
7701 Brazos Street  
Austin Texas 78701-8701  
Attn: General Counsel  
Telephone: (512) 494-9581
  - if to County:     Hopkins County, Texas  
118 Church Street  
Sulphur Springs, Texas 75482  
Attn: Robert Newsom, County Judge  
Telephone: (903) 438-4003
- (i) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

- (j) **Program Requirements.** This Agreement is entered into by the parties consistent with the Hopkins County Texas Chapter 381 Tax Rebate Program requirements. To the extent this Agreement modifies any requirement or procedure set forth in the Program, the program is deemed amended for purpose of this agreement only.
- (k) **Sovereign Immunity.** No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (l) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (m) **Undocumented Workers.** Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2234 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of Three percent (3%), not later than the 120<sup>th</sup> day after the date the County notifies Developer of the violation of Chapter 2234 of the Texas Government Code.
- (n) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85<sup>th</sup> Leg., R.S. (2017)), the Developer verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (o) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S.B. 252, 85<sup>th</sup> Leg., R.S. (2017)), the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 803.051, 807.051, or 2252.153 of the Texas Government Code.
- (p) On or before December 31, 2023, Developer may elect to terminate this Agreement for any reason by notifying the County in writing ("Termination Notice") in the event of such termination, this Agreement shall terminate as of the date specified in the Termination Notice; provided such date of termination shall be no later than December 31, 2023, and if Developer has received any economic benefit from the County under this Agreement, Developer will immediately refund such benefit to the County.

[signature page follows]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

**DEVELOPER:**

**BRIGHT ARROW SOLAR, LLC**  
a Delaware Limited Liability company

By: [Signature]

Date Signed: April 1, 2021

STATE OF Texas

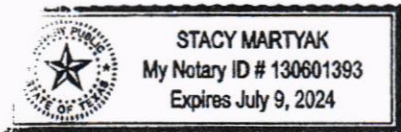
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COUNTY OF Texas

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This instrument was acknowledged before me on the 1<sup>st</sup> day of April, 2021, by Jan Warden, the Vice President of Bright Arrow Solar, LLC, a Delaware limited liability company, on behalf of Bright Arrow Solar, LLC.



[Signature]  
Notary Public, State of Texas

**COUNTY:**

**HOPKINS COUNTY, TEXAS**  
A Texas political subdivision

By: *Robert Newsom*  
Robert Newsom, County Judge

Date Signed: 4-12-2021

**ATTEST:**

*Tracy Smith*  
Tracy Smith, County Clerk



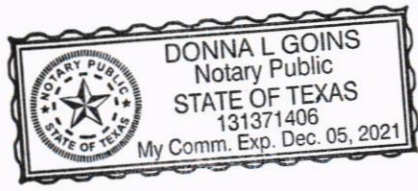
STATE OF TEXAS

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COUNTY OF HOPKINS

This instrument was acknowledged before me on the 12<sup>th</sup> day of April, 2021, by Robert Newsom, County Judge of Hopkins County, Texas, a Texas political subdivision, on behalf of said political subdivision.

*Donna L. Goins*  
Notary Public, State of Texas



### Exhibit A

<b>County</b>	<b>Landowner</b>	<b>Legal Description</b>
Hopkins	CHAMPAGNE A C MRS	Legal: Acres: 494.160, ABS: 1103, TR: 1, SUR: YATES THOMAS
Hopkins	CHAMPAGNE A C MRS	Legal: Acres: 321.000, ABS: 501, TR: 14, SUR: IRWIN WM A
Hopkins	CHAMPAGNE A C MRS	Legal Acres: 634.000, ABS: 501, TR: 13, SUR: IRWIN WM A
Hopkins	CHAMPAGNE A C MRS	Legal Acres: 529.000, ABS: 402, TR: 4, SUR: HALE J C
Hopkins	CHAMPAGNE A C MRS	Legal Acres: 76.640, ABS: 991, TR: 2, SUR: TOWERS W C
Hopkins	CHAMPAGNE A C MRS	Legal Acres: 4.500, ABS: 270, TR: 3, SUR: DOWDAL JOHN
Hopkins	CHAMPAGNE A C MRS	Legal Acres: 24.640, ABS: 208, TR: 1, SUR: CLAPP L
Hopkins	HILL WILLIAM R	Legal Acres: 831.434, ABS: 801 ETAL, TR: 7, SUR: RICHEY ALEXANDER



## **Exhibit B**

### **List of Equipment**

- Solar Modules & Panels
- Inverter Boxes
- Meteorological Equipment
- Operation & Maintenance Building
- Electrical Substations
- Associated Towers
- Racking & Mounting Structures
- Combiner Boxes
- Foundations
- Roadways, Paving, & Fencing
- Generation Transmission Tie Line
- Interconnection Facilities
- Battery Modules & Associated Equipment

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSIONERS COURT OF HOPKINS COUNTY, TEXAS APPROVING A 381 AGREEMENT BETWEEN THE COMMISSIONERS COURT OF HOPKINS COUNTY AND BRIGHT ARROW SOLAR**

**WHEREAS**, it is in the best interest of the Hopkins County, Texas, to promote local economic growth and development and to stimulate business as well as provide additional opportunities for employment in the County, by approving the 381 Agreement with Bright Arrow Solar for the installation of new solar electrical equipment: and,

**WHEREAS**, the Commissioners Court having reviewed the proposed 381 Agreement with Bright Arrow Solar, which is attached hereto as Exhibit "A," and determined that it is appropriate that it be approved as a program to promote local economic growth and development and to stimulate business as well as provide for additional opportunities for employment in the County and,

**WHEREAS**, upon full review and consideration of the agreement, and all matters attendant and related thereto, the Commissioners Court is of the opinion that the terms and conditions thereof should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HOPKINS COUNTY, TEXAS, THAT:

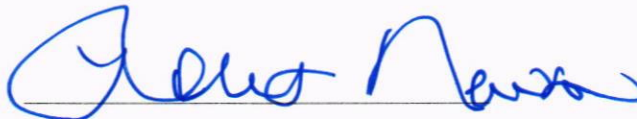
**SECTION 1.**

The Commissioners Court hereby approves the Agreement between the Hopkins County and Bright Arrow Solar for an economic development project, a copy of which is attached as Exhibit "A".

The Commissioners Court authorizes the County Judge to execute this agreement.

This resolution shall become effective from and after its passage.

PASSED and APPROVED this the 12<sup>th</sup> day of April 2021



Judge Robert Newsom

ATTEST:

