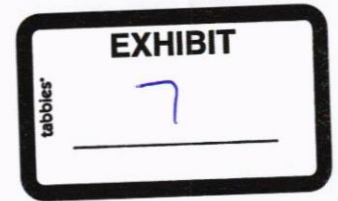


THE STATE OF TEXAS

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COUNTY OF HOPKINS



AGREEMENT

This AGREEMENT ("AGREEMENT") is entered into by and between Hopkins County, Texas, hereinafter referred to as COUNTY, acting by and through Robert Newsom its duly elected County Judge, and Stampede Solar Project LLC, hereinafter referred to as OWNER

WITNESSETH:

WHEREAS, in accordance with the Property Redevelopment and Tax Abatement Act, codified in Chapter 312 of the Texas Tax Code (the "ACT"), the COUNTY has adopted the Guidelines and Criteria for the Economic Development Incentives Program (the "POLICY STATEMENT"); and

WHEREAS, the POLICY STATEMENT constitutes appropriate guidelines and criteria governing tax abatement AGREEMENTs to be entered into by the COUNTY as contemplated by Chapter 312 of the Tax Code; and

WHEREAS, the COUNTY has adopted the Resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, the PROPERTY, as hereinafter defined, are wholly located within Reinvestment Zone Number 21-01 HC attached as Exhibit "A" ("ZONE"); and

WHEREAS, the COUNTY desires to enter into this AGREEMENT in order to maintain and or enhance the commercial and or industrial economic and employment base of Hopkins County to the long-term interest and benefit of the COUNTY in accordance with Chapter 312 of the ACT; and

WHEREAS, the contemplated use of the PROPERTY, as hereinafter defined, the contemplated improvements to the PREMISES, as hereinafter defined, in the amount set forth in this AGREEMENT and the other terms hereof are consistent with encouraging development of Reinvestment Zone Number 21-01 HC in accordance with the purposes and intent of the POLICY STATEMENT, and all applicable law; and

WHEREAS, a copy of this AGREEMENT has been furnished in the manner prescribed by the ACT to the presiding officers of the governing bodies of each of the taxing entities in the area in which the PROPERTY is located.

NOW THEREFORE, the COUNTY for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, which consideration includes the expansion of employment and the attraction of major investment in the ZONE, which contributes to economic development in the COUNTY, and the OWNER for good and valuable consideration, which consideration includes the tax abatement set forth hereinbelow, as authorized by the ACT, do hereby contract, covenant and agree as follows:

A. DEFINITIONS

1. The PROPERTY which is the subject of this AGREEMENT is that personal PROPERTY to be located at Hopkins County, TX, near the community of Saltillo in the east part of the county near FM 900 and described in Exhibit "A" attached hereto and made a part hereof. The Real Property upon which the Property is located is described in Exhibit "B" and shall hereinafter be referred to as the PREMISES. Exhibit A is the ZONE, Exhibit B is the PROPERTY.

2. The PROPERTY to be installed at and/or affixed to the PREMISES is new equipment to generate electricity with solar energy technology. The PROPERTY will include supplemental battery storage equipment to be installed at and/or affixed to the PREMISES. The PROPERTY will have a minimum initial cost of at least 274,800,000.00 dollars.

3. As used in this AGREEMENT, the "Term of this AGREEMENT" means the period beginning on the effective date of this AGREEMENT and ending on December 31, 2031

B. DUTIES OF OWNER

1. The OWNER shall substantially complete or cause to be completed construction of the PROPERTY on the PREMISES such that the initial capital investment upon completion the Property shall be not less than **two hundred seventy-four million eight hundred dollars (\$274,800,000) ("REQUIRED INVESTMENT") by no later than December 31, 2022**, provided that OWNER shall have such additional time to complete the PROPERTY as may be required if OWNER is diligently pursuing completion of the initial phase of the PROPERTY in the event of "force majeure", or if in the sole opinion of the COUNTY, the OWNER has made substantial progress toward completion of the initial phase of the PROPERTY. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, pandemic, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fire, explosion or flood, and strikes.

2. The OWNER agrees and covenants that it will diligently and faithfully in a good and workmanlike manner pursue (or cause to be pursued) the completion of the PROPERTY as a good and valuable consideration of this AGREEMENT. OWNER further covenants and agrees that all construction of the PROPERTY will be in accordance with all applicable state and local laws and regulations or valid waiver thereof. In further consideration, from the date of the placement of the PROPERTY on the PREMISES until five years after the expiration of this AGREEMENT, OWNER covenants and agrees that the PREMISES will be continuously operated, maintained and occupied as a solar energy generating and storage facility. OWNER shall not be in violation of its obligation in this paragraph solely because all or portions of the PROPERTY are not producing electricity at all times.

3. The OWNER further agrees that the COUNTY and its agents and employees, shall have reasonable right of access to the PREMISES, subject to confidentiality undertakings, to inspect the PROPERTY in order to insure that the construction of the PROPERTY is in accordance with this AGREEMENT and all applicable state and local laws

and regulations or valid waiver thereof; and subject to reasonable security requirements, the continuing right to inspect the PROPERTY and PREMISES to insure that the PROPERTY is thereafter maintained, operated and occupied in accordance with this AGREEMENT.

4. The PROPERTY and PREMISES shall at all times be used in a manner that is consistent with the general purpose of encouraging development within the ZONE. Both parties agree that the use of the PROPERTY and PREMISES for the generation and storage of solar energy purposes in accordance with this AGREEMENT is consistent with such purpose.

5. OWNER covenants and agrees by **December 31, 2023**, and through the Term of this Agreement to employ and retain a minimum of seven (7) Full-Time Employment Positions working on the Property. As used in this paragraph, "Full-Time Employment Position" means a job requiring a minimum of Two Thousand Eighty (2,080) hours of work averaged over a twelve (12) month period. Each Full-Time Employment Position must pay annual compensation of not less than \$45,900.

6. Prior to December 31st of each year this AGREEMENT is in effect, OWNER shall certify to the governing body the COUNTY that OWNER is in compliance with each applicable term of this AGREEMENT. OWNER agrees to provide the COUNTY any documentation the COUNTY may reasonably require to substantiate that it is in compliance with this AGREEMENT.

C. ABATEMENT ALLOWED

1. Subject to the terms and conditions of this AGREEMENT and conditioned upon the initial capital investment upon completion the PROPERTY being not less than the REQUIRED INVESTMENT amount, a portion of ad valorem personal property taxes from the PREMISES otherwise owed to the COUNTY for the value of the PROPERTY shall be abated as provided herein. Said abatement shall be as set forth below on the taxes assessed upon the value of the PROPERTY in the year of abatement to the extent that the value exceeds the value of the PROPERTY in the year in which this AGREEMENT is executed, in accordance with the terms of this AGREEMENT and all applicable state and local regulations or a valid waiver thereof; provided that the OWNER shall have the right to protest and/or contest any assessment of the PROPERTY and said abatement shall be applied to the amount of taxes finally determined to be due as a result of any Protest and/or contest. OWNER and COUNTY agree that no portion of the PROPERTY exists as of the date that this AGREEMENT is executed and that, therefore, the value of the PROPERTY in the year in which this Agreement is executed is zero. In accordance with these terms, the abatement granted shall be as follows.

Year	Percent of value of improvements exempted from
2022	100%
2023	100%
2024	100%
2025	100%
2026	100%
2027	100%
2028	100%
2029	100%
2030	100%
2031	100%

2. Neither the PROPERTY or PREMISES shall be eligible for agriculture appraisal, open space agriculture appraisal or another special appraisal or exemption having the effect of reducing the appraised value of the PROPERTY or PREMISES and the resulting taxes thereon. Owner agrees during the term of this Agreement not to apply for such appraisals or exemptions. It is understood and agreed that abatement grant hereby shall only apply to personal PROPERTY.

3. PILOT Agreement. As used herein, "Pilot Payment" means the Solar Pilot Payment plus the Battery Pilot Payment

(a) **Amount of Payment—Solar Equipment.** Notwithstanding the foregoing, for the tax years 2022 through 2031 Owner agrees to pay an amount each year equal to \$325.00 multiplied by the greater of: (i) the overall Solar Nameplate Capacity located in Hopkins County and (ii) 352Megawatt AC (each a "Solar Pilot Payment"). As used herein, "Solar Nameplate Capacity" means the total photovoltaic generating capacity of the solar equipment included in the PROPERTY in megawatts AC at the time of commencement of operations. If during the Pilot Agreement additional equipment is installed and the Solar Nameplate Capacity is increased that increase will be reflected in the Pilot Payment.

(b) If during the Pilot Agreement additional battery equipment is installed and the Battery Nameplate Capacity is increased that increase will be reflected in the Pilot Payment.

(c) **Timing of Payment.** Each Pilot Payment described in this section shall be due on January 31st 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 2022 shall be due and payable on January 31, 2023.

(d) **Example.** The Pilot Payment shall be calculated as set forth in Sections 4(a) and 4(b) above. The table set forth below is an example of the calculation of the Pilot Payment assuming that the Solar Nameplate Capacity is 300 MW (ac) and the Batter Nameplate Capacity is 100 MW (ac).

Year	Annual Pilot Payment
2023	\$114,400.00
2024	\$114,400.00
2025	\$114,400.00
2026	\$114,400.00
2027	\$114,400.00
2028	\$114,400.00
2029	\$114,400.00
2030	\$114,400.00
2031	\$114,400.00
2032	\$114,400.00

D. BREACH AND RECAPTURE

1. (a) In the event that (1) the PROPERTY for which an abatement has been granted is not substantially completed in accordance with this AGREEMENT; (2) OWNER fails to utilize the PROPERTY for the PURPOSES required by this AGREEMENT; (3) OWNER breaches any of the terms or conditions of this AGREEMENT; or (4) Owner fails to submit the Pilot Payment in full by the deadline stated above, and in any case such failure is not caused by a force majeure, shall be an Event of Default, then this AGREEMENT shall be in default. In the event that the OWNER defaults in its performance of (1), (2), (3) or (4) above, then the COUNTY shall give the OWNER written notice of such default and if the OWNER has not cured such default, or obtained a waiver thereof from the appropriate authority, within (30) days of said written notice, and the OWNER does not commence to cure such default within said thirty day period and thereafter diligently proceed with its efforts to cure the same, this AGREEMENT may be terminated by the COUNTY. Notice shall be in writing as provided below. If the COUNTY terminates this AGREEMENT for default, OWNER shall pay to the COUNTY all taxes which otherwise would have been paid to the COUNTY without the benefit of abatement but without the addition of penalty, less any Pilot Payment that has actually been paid; interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Tax Code within sixty (60) days after the expiration of the above mentioned applicable cure period. After sixty (60) days, if said taxes owed remain unpaid by the OWNER, the penalties and interest will accrue as provided by law. The AGREEMENT may be terminated by the mutual consent of the parties in the same manner that the AGREEMENT was approved and executed. Notwithstanding the above, if the PROPERTY has not been completed and located on the PREMISES at the time of termination, the COUNTY shall recapture any property tax revenue lost as a result of the AGREEMENT.

2. It is expressly agreed and acknowledged between the parties to the AGREEMENT that nothing in this AGREEMENT shall be deemed or construed to affect the ability of the COUNTY to place lien for taxes against the PROPERTY as established by Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the PROPERTY, including any taxes abated and subject to recapture under this AGREEMENT. Any such lien may be fully enforced pursuant to the provisions of the Texas Tax Code.

3. Following the expiration of the tax abatement period under this AGREEMENT, the PROPERTY subject to this AGREEMENT shall become fully taxable subject to any lawful exemptions and special appraisal that may otherwise apply.

4. In the event that the COUNTY defaults and is unable or unwilling to cure said event of default, or in the event OWNER believes that any alleged cancellation of this Agreement by the COUNTY is improper, OWNER may file suit in the State District Court presiding in Hopkins County challenging such termination. OWNER'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.

E. GENERAL PROVISIONS

1. **Notice.** Notices required to be given to any party to this AGREEMENT shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For COUNTY by notice to:
Hopkins County
Attention: Robert Newsom, County Judge
P.O. Box 288
Sulphur Springs, Texas 75483

For OWNER by notice to:
Stampede Solar Project LLC
16105 W. 113th Street Suite 105
Lenexa Kansas 66219
Attn: Enel Green Power North America Inc.
Telephone: (816)401-9337

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

2. **Indemnification.** OWNER in performing its obligations under this AGREEMENT is acting independently, and the COUNTY assumes no responsibilities or liabilities to third parties in connection with the PREMISES or PROPERTY. OWNER agrees to indemnify, defend, and hold harmless the COUNTY, its officers, agents, employees, and volunteers in both their public and private capacity, from and against claims suits, demands, losses, damages, causes of action, and liability of every kind, including, but not limited to, expenses of litigation or settlement, court costs, and attorney's fees which may arise due to any death or injury to a person or the loss of, loss of use of, or damage to property, arising out of or occurring as a consequence of the performance of this AGREEMENT, save and except for the actual negligence of the COUNTY, its officers, agents or employees as determined by a court of competent jurisdiction. OWNER's indemnification obligations include the payment of reasonable attorney's fees and expenses incurred by the COUNTY and taxing units in connection with these claims, suits, or causes of action.

3. **No ownership by COUNTY officer.** It is the belief of both parties that the PROPERTY and PREMISES do not include any property that is owned or leased by a member of the Commissioners Court or any other board or commission of the COUNTY having responsibility for approval of this AGREEMENT. The parties recognize and understand that any property so owned is excluded by law from property tax abatement.

4. **Compliance with law.** OWNER shall comply with all applicable rules, regulations, ordinances, state, and federal laws in the operation of the PROPERTY and PREMISES.

5. **Assignment.**

(a) The rights and responsibilities of OWNER hereunder may be assigned, in whole or in part, to an Affiliate without COUNTY's prior consent. OWNER shall provide notice to the COUNTY of any assignment to an Affiliate. OWNER's assignment of the AGREEMENT to an Affiliate shall be final only after the execution of a formal assignment document between OWNER and the assignee and the delivery of notice of the execution of such assignment agreement to the COUNTY. 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 OWNER. For purposes of this definition, "control" of an entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contractor otherwise.

- (b) The rights and responsibilities of OWNER 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 OWNER to a party other than an Affiliate without first obtaining the consent of the COUNTY shall be an event of default under this AGREEMENT. OWNER 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 OWNER's notice of assignment. If the COUNTY responds to OWNER's notice of assignment with a refusal, the parties agree to work together in good faith to resolve the COUNTY's objections to the assignment. OWNER's assignment of the AGREEMENT shall be final only after the execution of a formal assignment document between OWNER and the assignee and the delivery of notice of the execution of such assignment agreement to the COUNTY. Neither OWNER's notice of an intended assignment nor the COUNTY's formal consent to an intended assignment shall constitute an assignment of the AGREEMENT, and OWNER's request for a consent to assignment shall not obligate owner to assign the AGREEMENT.
- (c) No assignment under paragraph (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 Hopkins County.
- (d) The parties agree that a transfer of all or a portion of the ownership interests in OWNER to a third party shall not be considered an assignment under the terms of this AGREEMENT and shall not require any consent of the COUNTY.
- (e) In addition to its rights under paragraph (a) and (b) above, OWNER may, without obtaining the COUNTY's consent, mortgage, pledge, or otherwise encumber its interest in this AGREEMENT or the PROPERTY to a Lender for the purpose of financing the operations of the PROPERTY or constructing the PROPERTY or acquiring additional equipment following any initial phase of construction. OWNER's encumbering its interest in this AGREEMENT may include an assignment of OWNER's rights and obligations under this Agreement for purposes of granting a security interest in this AGREEMENT. In the event OWNER takes any of the actions permitted by this 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 OWNER provides the name and contact

information of a Lender to the COUNTY, then the COUNTY shall be required to provide a copy to such Lender of all notices delivered to OWNER at the same time that the notice is delivered to OWNER. If OWNER does not provide the name and contact information of a Lender to the COUNTY, then such Lender shall not have the notice rights or other rights of a Lender under this Agreement.

- (f) As used herein, 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.

6. **Venue.** This AGREEMENT shall be construed under the laws of the State of Texas, and venue for any action arising under state law under this AGREEMENT shall be the State District Court of Hopkins County, Texas.

7. **Severability.** In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this AGREEMENT shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable.

8. **Independent Parties.** Nothing herein shall be construed as creating a partnership or joint enterprise between the COUNTY and OWNER. Furthermore, the parties hereto acknowledge and agree that the doctrine of respondent superior shall not apply between the COUNTY and OWNER, or between the COUNTY and any officer, director, member, agent, employee, contractor, subcontractor, licensee, or invitee of OWNER.

9. **Authority of COUNTY.** This AGREEMENT was authorized by voice vote of the Commissioners Court at its regular meeting on the 13th day of September 2021, authorizing the County Judge to execute the AGREEMENT on behalf of the COUNTY.

10. **Authority of OWNER.** OWNER represents and warrants that the person signing this AGREEMENT on behalf of Stampede Solar Project LLC, has the full right, power, and authority to sign this AGREEMENT.

11. **Undocumented Workers.** OWNER certifies that the OWNER does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement OWNER is convicted of a violation under 8 U.S.C. § 1324a(f), OWNER shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of Wall Street prime plus four percent (4%), not later than the 120th day after the date the COUNTY notifies OWNER of the violation.

12. **No Boycott of Israel.** In accordance with Section 2271.002 of the Texas Government Code, the OWNER verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.

13. **No Business with Sanctioned Jurisdictions.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that OWNER is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code, and posted on any of the following pages of such Internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf> ,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf> .

The foregoing representation is made solely to comply with Section 2252.152 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal law and excludes OWNER and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. OWNER understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Lessee and exists to make a profit.

14. **Filing.** In order to receive the tax abatement pursuant to this Agreement, OWNER understands it must file with the appraisal district an application for property tax abatement exemption, in a form similar to the form attached hereto as Exhibit D, between January 1 and April 30 of each year during the term of this Agreement.

15. **Insurance Requirement.** The employees in the Full-Time Employment Positions created by OWNER for the PROPERTY must be covered by a group health benefit plan provided by OWNER.

16. **Termination by OWNER.** On or before December 31, 2023, OWNER 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 OWNER has received any economic benefit from the COUNTY under this Agreement, OWNER will immediately refund such benefit to the COUNTY.

Effective date. This AGREEMENT shall be effective on the latest date that one of the party's signs below.

Witness our hands this _____ day of _____, 2021

Stampede Solar Project LLC
a Delaware Limited Liability Corporation

By: Benjamin Conor Branch

Date Signed: _____

STATE OF _____

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COUNTY OF _____

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This instrument was acknowledged before me on the _____ day of _____, 2021, by Benjamin Conor Branch of the Stampede Solar Project LLC, LLC, on behalf of said company.

Notary Public, State of _____

HOPKINS COUNTY, TEXAS:

Robert Newsom

Hopkins County Judge

By: Robert Newsom

Date Signed: 9-13-2021



ATTEST:

Marcy Smith

STATE OF TEXAS

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COUNTY OF HOPKINS

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This instrument was acknowledged before me on the 13th day of September, 2021, by Robert Newsom, County Judge of the Hopkins County, on behalf of said company.

Donna L. Goins

Notary Public, State of Texas

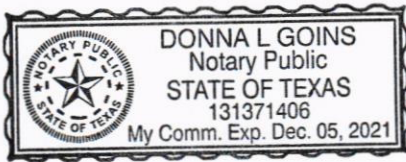


Exhibit A

Zone Number – 21-01 HC MAP OF THE PROPERTIES

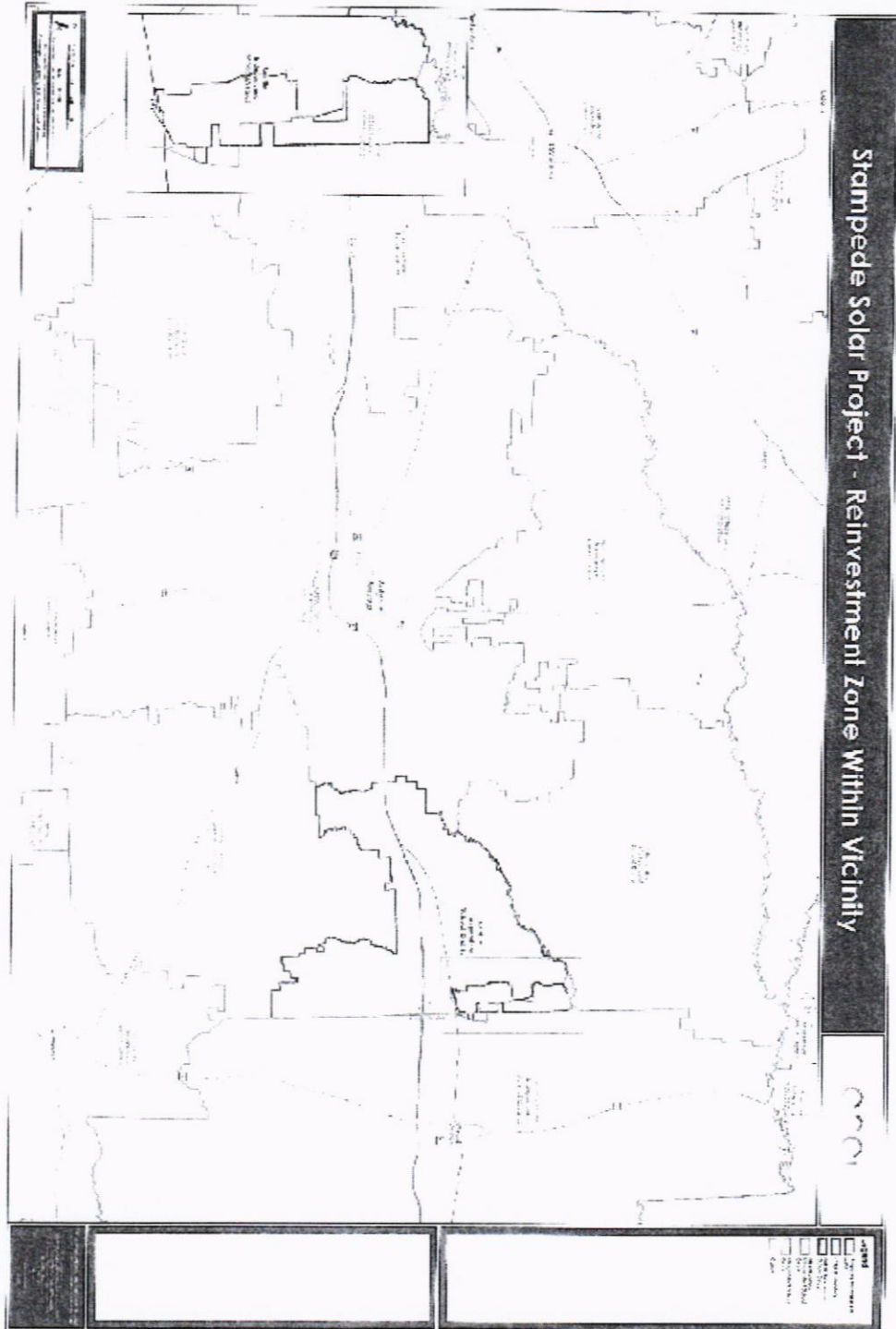


Exhibit B
LEGAL DESCRIPTION OF ZONE

Last Name	First Name	Property Parcel ID	Acreage	Abstract	Tax Legal Description
WEST (1038 ac)	K BRAD & MELINDA J	R000021706	1184.98	956 & 955 & 907 & 887 & 736 & 910	TR: 3-02, Abst: ABS: 956 & 955 & 907 & 887 & 736 & 910, SUR: TRAVIESO JUSTO
WOMACK	LANDON SCOTT & ESTHER TAMARA	R000021697	134.450	955	Tract: 11, Abst: 955, SUR: THOMPSON JOSIAH
GIBBS	NAT PAUL & SHIRLEY ELAINE	R000027244	50.16	444	Tract: 2, Abst: 444, Survey: HURLBERT A O
GIBBS	NAT PAUL & SHIRLEY	R000010249	468.5	47	ABS: 47, TR: 1, SUR: BREWSTER BENJ F
GIBBS	NAT PAUL & SHIRLEY	R000017806	640	672	ABS: 672, TR: 1, SUR: M E P & P R R CO
GIBBS	NAT PAUL & SHIRLEY	R000011095	17	126	ABS: 126, TR: 1, SUR: BUTTS A J
GIBBS	NAT PAUL & SHIRLEY	R000013952	196.32	343	ABS: 343, TR: 2, SUR: GRADY WM A
GIBBS	NAT PAUL & SHIRLEY	R000021700	55	955	ABS: 955, TR: 17, SUR: THOMPSON JOSIAH
BOEKHORST	PETER BOEKHORST	R000021711	76	956	ABS: 956, TR: 5-01, SUR: TRAVIESO JUSTO

Exhibit C

LIST OF EQUIPMENT

It is contemplated that the project will include but is not limited to the following components:

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

We will insert the Resolution to adopt the Reinvestment zone here once approved by
Commissioneers Court

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSIONERS COURT OF HOPKINS COUNTY, TEXAS APPROVING THE REINVESTMENT ZONE WITH STAMPEDE SOLAR PROJECT, LLC AND AUTHORIZING THE COUNTY JUDGE TO ENTER INTO THE REINVESTMENT ZONE ON BEHALF OF THE COUNTY FOR AN ECONOMIC DEVELOPMENT PROJECT.

WHEREAS, it is in the best interest of Hopkins County, Texas, to promote economic growth and development and to stimulate business in the County; and

WHEREAS, the Hopkins County can promote economic growth and development by approving the reinvestment zone with Stampede Solar Project, LLC; and

WHEREAS, the Commissioners Court having reviewed the proposed Reinvestment Zone with Stampede Solar Project, LLC, and determined that it is appropriate that it be approved as a program to promote local economic growth and development and to stimulate business in the County and;

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

SECTION 1.

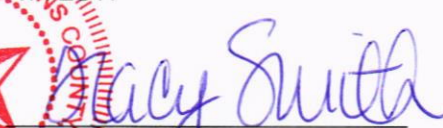
The Commissioners Court of Hopkins County hereby approves the Reinvestment Zone between the Hopkins County and Stampede Solar Project, LLC for an economic development project and authorizes the County Judge to sign the Reinvestment Zone.

PASSED, APPROVED and ADOPTED this the 13th day of September 2021.

Hopkins County, TEXAS


Robert Newsom, County Judge

ATTEST:


Tracy Smith, County Clerk

ATTEST:



We will insert the Court Order to establish the Reinvestment Zone here once it is approved by Commissioners Court.

COURT ORDER NO. _____

A COURT ORDER OF COMMISSIONER COURT OF HOPKINS COUNTY, TEXAS, DESIGNATING A CERTAIN AREA AS AN INDUSTRIAL REINVESTMENT ZONE, HOPKINS COUNTY, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS COURT ORDER; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the Commissioners Court of the Hopkins County, Texas, (the "County"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone, as codified in Chapter 312 of the Texas Tax Code (the "Act"); and

WHEREAS, a hearing before the Commissioner Court was set for 9 a.m. on the 13th day of September 2021, such date being at least seven (7) days after the date of publication of the notice of such public hearing in a newspaper of general circulation in Hopkins County; and

WHEREAS, the County has called a public hearing and published notice of such public hearing as required by the Act; and

WHEREAS, upon such hearing being convened there was presented proper proof and evidence that notices of such hearing had been published and mailed as described above; and

WHEREAS, the County at such hearing invited any interested person, or his attorney, to appear and contend for or against the creation of the Reinvestment Zone, whether all or part of the territory, which is described by a legal description attached hereto as Exhibit "A" and depicted in the drawing attached hereto as Exhibit "B", should be included in such proposed Reinvestment Zone; and

WHEREAS, all owners of property located within the proposed Reinvestment Zone and all other taxing units and other interested persons were given the opportunity at such public hearing to protest the creation of the proposed Reinvestment Zone or the inclusion of their property in such Reinvestment Zone; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone, and opponents of the reinvestment zone appeared to contest creation of the reinvestment zone; and

WHEREAS, after considering all testimony and evidence offered at the public hearing, the Commissioners Court finds that improvements in the Reinvestment Zone will enhance significantly the value of all taxable real and personal property in the Zone, will be of general benefit to Hopkins County and that it will be in the public interest to pass this ordinance creating a Reinvestment Zone;

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

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: The County, after conducting such hearing and having heard such evidence and testimony, pursuant to Chapter 312 of the Texas Tax Code (TTC), has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on adoption of the Reinvestment Zone has been properly called, held and conducted and that notice of such hearing has been published as required by law.
- (b) That the County has jurisdiction to hold and conduct this public hearing on the creation of the proposed Reinvestment Zone pursuant to the Act; and
- (c) That creation of the proposed zone with boundaries as described in Exhibits "A" and "B" will result in benefits to the County, its residents and property owners, and to the property, residents and property owners in the reinvestment zone.
- (d) That the Reinvestment Zone, as defined in Exhibits "A" and "B", meets the criteria for the creation of a Reinvestment Zone as set forth in Chapter 312.192 of the Act in that:
 - (1) It is a contiguous geographic area located wholly within the jurisdiction of the County.
 - (2) The area will reasonably be likely, as a result of the designation, to contribute to the retention or expansion of primary employment, or to attract major investment in the Zone that would be a benefit to the property and that would contribute to the economic development of the County.
 - (3) No part of the property in the Reinvestment Zone is owned or leased by a member of the governing body of the County or town or by a member of a zoning or planning board or Council of the County.
 - (4) Improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Reinvestment Zone.

SECTION 3: That the County hereby creates a Reinvestment Zone over the area described by the description in Exhibit "A" attached hereto and depicted in a drawing attached hereto as Exhibit "B" and such Reinvestment Zone shall hereafter be identified as the Commercial-Industrial or Residential Reinvestment Zone, Number _____, of the County of Hopkins County, Texas (the "Zone").

SECTION 4: That operation of the Zone shall commence on January 2022, for a period of five years, may be renewed for an additional five years or may terminate sooner by subsequent Court Order.

SECTION 5: That if any section, paragraph, clause or provision of this Court Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6: That it is hereby officially found, determined, and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this court order was adopted was posted at a place convenient and readily accessible at all times to the general public at the County Court House for the time required by law preceding this

meeting, as required by the Open Meetings Act, Chapter 551 et seq of the Texas Local Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this court order and the subject matter hereof has been discussed, considered and formally acted upon. The County Commissioners further ratifies, approves, and confirms such written notice and the contents and posting thereof.

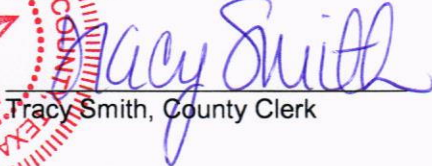
SECTION 7: That the contents of the notice of public hearing, which hearing was held before the County Council on June 6th, and the publication of said notices, is hereby ratified, approved and confirmed.

PASSED, APPROVED, and ADOPTED on this the 13th day of September 2021.

Hopkins County, TEXAS


Robert Newsom, County Judge

ATTEST:


Tracy Smith, County Clerk



EXHIBITS TO ORDINANCE

Legal Description of Zone
Map of Zone

EXHIBIT "A"

LEGAL DESCRIPTION OF THE ZONE

Last Name	First Name	Property Parcel ID	Acreage	Abstract	Tax Legal Description
WEST (1038 ac)	K BRAD & MELINDA J	R000021706	1184.98	956 & 955 & 907 & 887 & 736 & 910	TR: 3-02, Abst: ABS: 956 & 955 & 907 & 887 & 736 & 910, SUR: TRAVIESO JUSTO
WOMACK	LANDON SCOTT & ESTHER TAMARA	R000021697	134.450	955	Tract: 11, Abst: 955, SUR: THOMPSON JOSIAH
GIBBS	NAT PAUL & SHIRLEY ELAINE	R000027244	50.16	444	Tract: 2, Abst: 444, Survey: HURLBERT A O
GIBBS	NAT PAUL & SHIRLEY	R000010249	468.5	47	ABS: 47, TR: 1, SUR: BREWSTER BENJ F
GIBBS	NAT PAUL & SHIRLEY	R000017806	640	672	ABS: 672, TR: 1, SUR: M E P & P R R CO
GIBBS	NAT PAUL & SHIRLEY	R000011095	17	126	ABS: 126, TR: 1, SUR: BUTTS A J
GIBBS	NAT PAUL & SHIRLEY	R000013952	196.32	343	ABS: 343, TR: 2, SUR: GRADY WM A
GIBBS	NAT PAUL & SHIRLEY	R000021700	55	955	ABS: 955, TR: 17, SUR: THOMPSON JOSIAH
BOEKHORST	PETER BOEKHORST	R000021711	76	956	ABS: 956, TR: 5-01, SUR: TRAVIESO JUSTO

EXHIBIT "B"

MAP OF ZONE

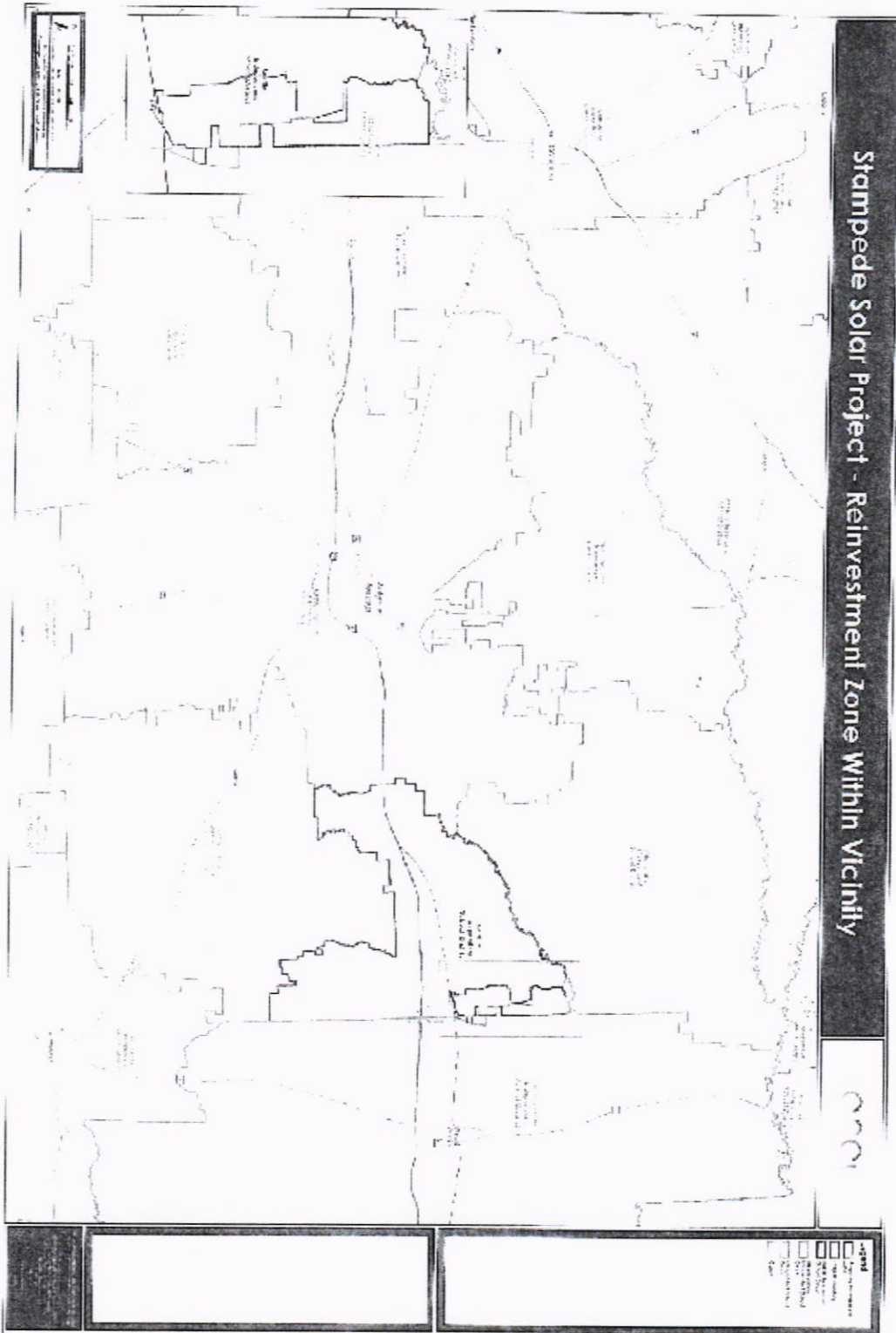


Exhibit D

Application for Property Tax Exemption Texas State Comptroller's Office Form 50-116

Texas Comptroller of Public Accounts

Form
50-116

Application for Property Tax Abatement Exemption

Appraisal District Name

Phone (area code and number)

Appraisal District, Address, City, State, ZIP Code

GENERAL INSTRUCTIONS: This application is for use in claiming property tax exemptions pursuant to Tax Code Section 1128. A property owner who has established a tax abatement agreement under Tax Code Chapter 312, Property Redevelopment and Tax Abatement Act, is entitled to exemption from taxation by an incorporated city or town or other taxing unit of all or part of the value of the property as provided by the agreement.

FILING INSTRUCTIONS: This document and all supporting documentation must be filed with the appraisal district office in the county in which the property is taxable. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

APPLICATION DEADLINES: The completed application and supporting documentation must be filed beginning Jan. 1 and no later than April 30 of the year for which an exemption is requested. For good cause shown, the chief appraiser may extend the deadline for filing the application by written order for a single period not to exceed 60 days.

ANNUAL APPLICATION REQUIRED: An application for this exemption must be filed each year. If information has not changed and/or agreement(s) were not modified, copies of the agreement(s) are not required to be attached.

OTHER IMPORTANT INFORMATION

Pursuant to Tax Code Sec. 11.45, the chief appraiser may request additional information. The additional information must be provided within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying:

Tax Year

Did the applicant own the property that is the subject of this application on Jan. 1 of the tax year? Yes No

SECTION 1: Property Owner/Applicant

The applicant is the following type of property owner (check one):

Individual Partnership Corporation Other (specify):

Name of Property Owner

Driver's License, Personal I.D. Certificate
Social Security Number or Federal Tax I.D. Number*

Physical Address, City, State, ZIP Code

Phone (area code and number)

Email Address**

Mailing Address of Property Owner (if different from the physical address provided above):

Mailing Address, City, State, ZIP Code

* If you are applying for a tax abatement agreement, you must provide your Social Security Number or Federal Tax I.D. Number.

comptroller.texas.gov/taxes/property-tax
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SECTION 2: Authorized Representative

If you are an individual property owner filing this application on your own behalf, skip to section 3; all other applicants are required to complete section 2.

Please indicate the basis for your authority to represent the property owner in filing this application:

- Officer of the company
General Partner of the company
Attorney for property owner
Agent for tax matters appointed under Tax Code Section 1111 with completed and signed Form 50-162
Other and explain basis:

Provide the following information for the individual with the legal authority to act for the property owner in this matter:

Name of Authorized Representative Driver's License, Personal I.D. Certificate or Social Security Number*

Title of Authorized Representative Primary Phone Number (area code and number) Email Address**

Mailing Address, City, State, ZIP Code

SECTION 3: Property Description

Provide the descriptive information requested below for the property that is the subject of this application. Provide the appraisal district account number (if known) or attach a tax bill or copy of appraisal or tax office correspondence concerning this account.

Physical Address (i.e. street address, not P.O. Box), City, State, ZIP Code

Appraisal district account number (if known)

Legal Description:

Was a wind-powered energy device installed or constructed:

- on a parcel of real property under an abatement agreement;
at a location within 25 nautical miles of the boundaries of a military aviation facility located in this state; and
on or after Sept. 1, 2017? Yes No

If yes, was the wind-powered energy device installed or constructed as part of an expansion or repowering of an existing project? Yes No

SECTION 4: Taxing Units that have Agreed to Abate Taxes

For each taxing unit identified, attach copies of abatement agreements unless you previously applied for and were granted the abatement and no changes have occurred and/or the agreement(s) were not modified.

For more information, visit our website: comptroller.texas.gov/taxes/property-tax

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SECTION 5: Abatement(s) Questions

1. Is this a continuation of an existing abatement agreement? Yes No
2. Are the terms and duration of each taxing unit's agreement different or identical? Different Identical
 If different, please copy this form for each taxing unit and complete section 5 for each unit. In the area where taxing units are listed, please circle the taxing unit being summarized.
 If identical, please describe the nature of the abatement agreements for this year by completing the following:
 Lump sum exemption of \$ _____
 Percentage exemption of _____ %
 Other (Attach a statement describing the method of calculating abatement. Provide dollar value to be exempted this year.) _____
3. Does the agreement abate taxes on personal property? Yes No
4. Are you in compliance with the agreement? Yes No
 If no, attach a statement explaining the reason for noncompliance.

SECTION 6: Additional Required Documentation

- The following documents must be included with this application.
- copies of abatement agreements, unless the abatement was previously granted and no changes have occurred and/or the agreement(s) were not modified;
 - a statement describing the method of calculating the abatement if it is not a lump sum or percentage exemption (provide the dollar amount to be exempted this year); and
 - a statement explaining the reason for noncompliance if applicant is not in compliance with an abatement agreement.

SECTION 7: Certification and Signature

NOTICE REGARDING PENALTIES FOR MAKING OR FILING AN APPLICATION CONTAINING A FALSE STATEMENT: If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

- I, _____, swear or affirm the following:
- Printed Name of Property Owner or Authorized Representative
1. that each fact contained in this application is true and correct;
 2. that the property described in this application meets the qualifications under Texas law for the exemption claimed; and
 3. that I have read and understand the *Notice Regarding Penalties for Making or Filing an Application Containing a False Statement*.

sign here ➔

Signature of Property Owner or Authorized Representative

Date

* If the property owner is a company or other legal entity (not an individual), the Federal Tax I.D. Number is to be provided. Disclosure of your social security number (SSN) may be required and is authorized by law for the purpose of tax administration and identification of any individual affected by applicable law. Authority: 42 U.S.C. § 405(c)(2)(C)(i); Tax Code Section 11.43(f). Except as authorized by Tax Code Section 11.48(b), a driver's license number, personal identification certificate number, or social security number provided in this application for an exemption filed with your county appraisal district is confidential and not open to public inspection under Tax Code Section 11.48(a).

** An email address of a member of the public could be confidential under Government Code Section 552.137, however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.