

TAX ABATEMENT AGREEMENT

September 15, 2025

Between

Armstrong County, Texas and SERENITY WIND 2, LLC

STATE OF TEXAS §
COUNTY OF ARMSTRONG §

This Tax Abatement Agreement (this "**Agreement**") is made and entered into by and between Armstrong County, Texas (the "**County**"), acting through its duly elected officers and SERENITY WIND 2, LLC, a Delaware Limited Liability Company, 200 E. 6th Street, #222, Austin, TX 78701, owner of Eligible Property (as defined below) to be located on a portion of the tract of land within the Reinvestment Zone (as defined below), more specifically described in **Attachment A** to this Agreement. This Agreement becomes effective upon final signature by both parties (the "**Effective Date**") and remains in effect until fulfillment of the obligation described in Section 4 herein, unless terminated earlier as provided herein.

Recitals

WHEREAS, the County has indicated its election to be eligible to participate in tax abatements by resolution;

WHEREAS, the County adopted Tax Abatement Guidelines and Criteria (the "**Guidelines**") by resolution on August 26, 2024;

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

WHEREAS, on September 15, 2025, a hearing before the County Commissioners Court was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing in the local newspaper of general circulation in the County and the delivery of written notice to the respective presiding officers of each taxing entity that includes within its boundaries real property that is to be included in the Reinvestment Zone (as defined below);

WHEREAS, the County Commissioners Court, after conducting a hearing, having heard evidence and testimony, and prior to considering this Agreement, found, based on the

evidence and testimony presented to it, the Reinvestment Zone met the criteria set for set forth in the Property Redevelopment and Tax Abatement Act, and the Guidelines, in that it was reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would be benefit to the property and contribute to the economic development of the County and that the entire tract of land was located entirely with an unincorporated area of the County;

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

- A. Enhancing and diversifying the economic and industrial bases of the County;
- B. Contributing to the retention and expansion of primary employment; and
- C. Attracting major investment that will be of benefit to and contribute to the economic development of the County;

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

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

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

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

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

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

1. Authorization

This Agreement is authorized and governed by Property Redevelopment and Tax Abatement Act, as in effect on the date hereof, and by the Guidelines.

2. Definitions

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

- A. **"Abatement"** means the full exemption from ad valorem taxes on property in a Reinvestment Zone as provided herein.
- B. **"Base Year"** means the Calendar Year in which the Effective Date occurs.
- C. **"Calendar Year"** means each year beginning January 1 and ending on December 31.
- D. **"Certificate"** means a letter, provided by the Owner to the County, certifying that Owner has completed construction of the wind power project or applicable discrete project phase described herein, outlining the Improvements and stipulating the overall Turbine Nameplate Capacity of the project. Upon receipt of the Certificate, the County, with forty-eight (48) hours notice, may inspect the property in accordance with this Agreement to determine that the Improvements are in place as certified. If the Certificate indicates that certain ancillary facilities are still under construction on the date that the Certificate is delivered, Owner will deliver an amended Certificate to the County within thirty (30) days after all construction is completed.
- E. **"Certified Appraised Value"** means the appraised value, for property tax purposes, of the property within the Reinvestment Zone as certified by the Armstrong County Appraisal District (the "Appraisal District") for each taxable year after a final determination, including, if applicable, of any valuation protest or appeal by Owner pursuant to applicable law.
- F. **"Eligible Property"** means property eligible for Abatement under the Guidelines, including: new, expanded or modernized buildings and structures; fixed machinery and equipment; Site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the project or facility; and all other real and tangible personal property for which Abatement is permitted by Property Redevelopment and Tax Abatement Act and the Guidelines. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the Base Year. Tangible personal property located on the Real Property at any time before the period covered by this

Agreement is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.

- G. **"Improvements"** means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure or fixture erected on or affixed to the land. Improvements specifically include the Owner's wind turbines and towers, foundations, roads, padmount transformers, collection system, operations and maintenance buildings, meteorological towers, substations, generator transmission tie line, communications equipment and switching station that will be located in Armstrong County.
- H. **"Owner"** means SERENITY WIND 2, LLC, the entity that owns or leases the Site and that owns the property for which Abatement is being granted, and any permitted assignee or successor in interest of SERENITY WIND 2, LLC.
- I. **"Real Property"** means Eligible Property meeting the description for real property provided by Chapter 1 of the Texas Tax Code.
- J. **"Reinvestment Zone"** means the reinvestment zone as that term is defined in the Property Redevelopment and Tax Abatement Act and in the Guidelines, created by the County by the resolution described in the Recitals, which was duly passed by the County Commissioners Court, and referred to as the Armstrong County Reinvestment Zone #9, more specifically described in Attachment A to this Agreement. The expiration of the designation of the Reinvestment Zone before the end of the Term of this Agreement shall not affect the terms and conditions of this Agreement.
- K. **"Site"** means the portion of the Reinvestment Zone on which Owner makes the Improvements for which the Abatement is granted hereunder.
- L. **"Turbine Nameplate Capacity"** means the generating capacity of an individual wind turbine as designated by the manufacturer(s) of the turbines to be constructed as Improvements hereunder and where appropriate may refer to the total or overall generating capacity.
- M. **"Commercial Operations"** or **"COD"** means that the Project has become commercially operational and has been energized and placed into service.
- L. **"Project"** means the construction and operation of the Improvements on the Site as set forth in this Agreement.
- N. **"Prime Rate"** means interest at the rate periodically announced by the Wall Street Journal as the prime rate or base commercial lending rate, or if the Wall Street

Journal shall ever cease to announce a prime or base lending rate, then at the annual rate of interest periodically 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.

- O. **"Payments in Lieu of Taxes" or "PILOT" or "PILT"** means the payments to be made by Owner to the County described in this Agreement.
- P. **"Site"** means the portion of the Reinvestment Zone on which Owner makes the Improvements for which the Abatement is granted hereunder.
- Q. **"Lender"** means any entity or person providing, directly or indirectly, including an assignee of an initial Lender, with respect to the Improvements or Project any of (a) senior or subordinated construction interim or long-term debt financing or refinancing, whether that financing or refinancing takes the form of private debt, public debt or any other form of debt (including debt financing or refinancing), (b) a leasing transaction, including a sale leaseback, inverted lease or leveraged leasing structure, (c) tax equity financing, (d) any interest rate protection agreements to hedge any of the foregoing obligations, (e) any energy hedge provider, and/or (f) any tax credits offtaker. There may be more than one Lender. Owner, at its election, may send written notice to the County with the name and notice information for any Lender. Any notice required to be made by the County to a Lender shall only be required to be made to Lenders of record in the Real Property Records of County.

3. Improvements in Reinvestment Zone

Owner contemplates making the following Improvements in consideration for the Abatement set forth in Section 4 of the Agreement:

- A. Owner agrees to use commercially reasonable efforts to construct Improvements on the Site consisting of wind power facilities with a currently anticipated capacity up to six hundred (600) megawatts of overall Turbine Nameplate Capacity located in the Reinvestment Zone. Owner may assign rights and responsibilities contained herein to each such project entity in relation to the number of megawatts to be installed by such project company. The Certified Appraised Value will depend upon annual appraisals by the Armstrong County Appraisal District. The number of turbines will vary depending on the types of turbines used and the size of the wind power facility.
- B. Improvements also shall only include property in the Reinvestment Zone meeting the definition of "Eligible Property" that is used to produce wind power and perform other functions related to, or in support of, the production or transmission of wind

generated electrical power within Reinvestment Zone.

C. Owner shall endeavor to use best efforts to commence construction of the Improvements by no later than January 1, 2030 and shall use commercially reasonable efforts to complete construction of a minimum of 80 MW and be placed in commercial operation by no later than December 31, 2031. Owner shall have the unilateral right upon written request to the County to receive up to five one-year extensions of the required date to achieve Commercial Operations subject to the following provisions. On Owner's written election delivered to the County at any time prior to December 31, 2031, the required date to achieve Commercial Operations shall be extended to December 31, 2032. If Owner requests a second one-year extension, at any time prior to December 31, 2032, the required date to achieve Commercial Operations shall be further extended to December 31, 2033. If Owner requests a third one-year extension at any time prior to December 31, 2033, then on Owner's written election delivered to the County accompanied by the payment of a one-time fee of Twenty Thousand Dollars (\$20,000.00) to the County, the required date to achieve Commercial Operations shall be further extended to December 31, 2034. If Owner requests a fourth one-year extension at any time prior to December 31, 2034, then on Owner's written election delivered to the County accompanied by the payment of a one-time fee of Thirty Thousand Dollars (\$30,000.00) to the County, the required date to achieve Commercial Operations shall be further extended to December 31, 2035. Finally, if Owner requests a fifth one-year extension at any time prior to December 31, 2035, then on Owner's written election delivered to the County accompanied by the payment of a one-time fee of One Hundred Thousand Dollars (\$100,000.00) to the County, the required date to achieve Commercial Operations shall be further extended to December 31, 2036. The payments specified in this Section are due and payable only if Owner, in its sole discretion, elects to make such payments, as consideration to extend the required date for Commercial Operation. Any Payments made for an extension are in addition and not in lieu of any PILT.

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

- A. The County and Owner specifically agree and acknowledge that the property in the Reinvestment Zone shall be taxable in the following ways before and during the Term of this Agreement:
1. Property not eligible for Abatement, if any, shall be fully taxable at all times;
 2. The Certified Appraised Value of property existing on the Site prior to execution of this Agreement shall be fully taxable at all times;
 3. Prior to commencement of the abatement period designated in Paragraph 4(B), 100% of property taxes levied on the Certified Appraised Value of Owner's real and personal property located on the Site will be owed and

payable by Owner;

4. 100% of County property taxes on the Certified Appraised Value of Eligible Property shall be abated for the periods and in the amounts as provided for by Paragraph 4(B) below; and
 5. 100% of the Certified Appraised Value of Eligible Property existing on the Site shall be fully taxable after expiration of the abatement period designated in Paragraph 4(B).
- B. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax abatement, under the conditions set forth herein, of all County property taxes, whether classified as M&O, I&S, road or other property taxes imposed by the County as follows:
1. Beginning with the Calendar Year after the Calendar Year in which the COD occurs and ending upon the conclusion of ten full Calendar Years thereafter, the Abatement with respect to such completed project or discrete project phase is 100%.
 2. 100% of property taxes on the Certified Appraised Value of all Improvements described in the Certificate (and actually in place in the Site) are abated in the respective period designated above.
 3. 100% of property taxes on the Certified Appraised Value of any and all otherwise taxable personal property owned by Owner and located in the Site are abated in the respective period designated above.
 4. The Base Year value for the proposed Improvements is zero.
- C. A portion or all the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that no such exemptions shall apply to the Improvements.
- D. As additional consideration for this Abatement, Owner agrees to make an annual Payment in Lieu of Taxes ("PILT") to the County of \$1,800 per megawatt per year (\$1,800/mw/yr) of Turbine Nameplate Capacity included in the Certificate (and actually in place in the Site) until the end of the 10th year of abatement.

The payment described above is subject to a minimum payment based upon 80 megawatts during the ten (10) years the abatement is in effect. Subject to Paragraph 4(B) (1), the first such payment shall be due and payable on December 1 of the applicable tax year, and delinquent if not paid on or before January 31 of

the subsequent year, with the remaining nine (9) payments due and payable annually on or before December 1 thereafter and delinquent if not paid on or before the immediately following January 1.

- E. Owner agrees that the Improvements described in Paragraph 3, once constructed, will remain in place until at least twenty (20) Calendar Years after the date the Certificate for such Improvements is provided to Armstrong County by the Owner ("Term"); provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to that date, as long as such replacement does not result in a reduction of the Certified Appraised Value of the Improvements. In the event that Owner removes Improvements (comprising in the aggregate not more than 15% of all Improvements), the Owner's removal shall not be deemed a default under this Agreement if Owner pays to County as liquidated damages for such removal, within thirty (30) days after demand, all taxes for such removed Improvements which otherwise would have been paid to the County for the then-remaining portion of the Term had the Improvements not been removed. For each year of the Term remaining, the amount of taxes due as liquidated damages for Owners removal of Improvements shall be calculated based upon the (i) forecasted value of the Improvements and (ii) applicable tax rate, in each case of the year such taxes are assessed, such forecasted value to be based on the appraised value of the last complete tax year in which the Improvements were in operation and the scheduled depreciation thereof.. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), THE SOLE REMEDY OF THE COUNTY, AND OWNER'S SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE COUNTY THE FULL AMOUNT OF ACTUAL TAXES ABATED AT ANY TIME UNDER THIS AGREEMENT ON THE REMOVED BUILDING IMPROVEMENTS WITH INTEREST, BUT LESS ANY TAX PAYMENTS OR PAYMENT IN LIEU OF TAXES REMITTED TO THE COUNTY WITH RESPECT TO THE REMOVED BUILDING IMPROVEMENTS. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

5. Representations

The County and Owner make the following respective representations:

- A. Owner represents and agrees that if constructed, (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Improvements to be placed on the Site; (ii) construction of the proposed Improvements described in Paragraph III will be performed by the Owner, its successors and/or assigns and/or their contractors or subcontractors, (iii) Owner's, its successors' and assigns' use of the property in the Reinvestment Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during

the period of the Abatement, (iv) all representations made in this Agreement and in the Application for Abatement, if any, are true and correct to the best of Owner's knowledge, and (v) Owner will make required filings, if any, by Owner with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required in the future.

- B. The County represents that (i) the Reinvestment Zone and this Agreement have been created in accordance with Property Redevelopment and Tax Abatement Act and the Guidelines as both exist on the effective date of this Agreement; (ii) no abatement will apply to Improvements or the land on which they are located if such land is owned or leased by a member of the County Commissioners Court as of the effective date of this Agreement, (iii) that the property on which the Improvements will be located within the Reinvestment Zone is located within the legal boundaries of the County and (iv) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

6. Access to and Inspection of Property by County Employees

- A. Owner shall allow the County's employees access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner forty-eight (48) hour notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.
- B. Owner, on or before March 31 of each Calendar Year, starting with the first Calendar Year beginning after Owner delivers the Certificate, shall annually, by a sworn written statement, provided to the County Judge of the County, certify its compliance with this Agreement.

7. Default, Remedies and Limitations of Liability

- A. The County may declare a default if Owner breaches any material term or condition of this Agreement. If the County declares a default of this Agreement, this Agreement shall terminate, after notice and opportunity to cure as provided for below, or the County may modify the Agreement upon mutual agreement with Owner. In the event of default, or, if Owner is not in compliance with the provisions of Paragraph 4(E), the County may pursue the remedies provided for in Paragraph

7(B) and 7(C) below. The County shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of "Force Majeure". "Force Majeure" means any contingency or cause beyond the reasonable control of Owner, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or defacto governmental action (unless caused by acts or omissions of Owner), fires, explosions, floods, tornadoes and strikes.

- B. The County shall notify (i) Owner and (ii) any Lender of record in the Real Property Records of Armstrong County of any default in writing in the manner prescribed herein. All contact information for purposes of a notice default shall be provided to the County Judge. The Notice shall specify the basis for the declaration of default, and Owner shall have ninety (90) days from the date of such notice to cure any default, except that where the default is incapable of being cured within ninety (90) days using reasonable business efforts, Owner shall commence performance of the cure within thirty (30) days after receipt of notice and diligently pursue those efforts until the default is cured. Owner and any Lender of which the County has notice shall maintain the right to cure any defect, including any defect caused by an assignee or contractor of Owner during the same cure period identified in the foregoing sentence.
- C. As required by section 312.205 of the Texas Tax Code, if Owner fails to make the Improvements as provided for by this Agreement, the County shall be entitled to cancel the Agreement and recapture property tax revenue lost as a result of the Agreement, subject to the above provisions regarding notice and right to cure. For avoidance of doubt, if Owner does not construct any Improvements and no property taxes have been abated, then no recapture obligation shall arise, and the County's sole remedy shall be cancellation of this Agreement. For purposes of this Agreement, "property tax revenue lost" shall mean only the amount of property taxes previously abated under this Agreement and shall not include any future or hypothetical tax revenue that might have been received had the Improvements been constructed.
- D. **LIMITATION OF LIABILITY: CANCELLATION 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 SECTION VII(C) OF THIS AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR IN SECTION 4(E) ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN SECTIONS IV(E) ALONG WITH ANY REASONABLY INCURRED COSTS AND 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 PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES.] IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY AMOUNTS DUE 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.

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

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN NINETY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND PAYMENT OF LIQUIDATED DAMAGES AS PROVIDED IN THE AGREEMENT.

8. Compliance with State and Local Regulations

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

9. Assignment of Agreement

The parties agree that the rights and obligations under this Agreement may be assigned, in whole or in part, by Owner to one or more assignees, provided Owner provides the County with twenty (20) days written notice prior to any such assignment and provides the County with a copy of the assignment agreement after it has been entered into. Such assignment shall provide that assignee shall assume all liabilities and obligations under this Agreement of Owner. Assignor, however, shall remain responsible for past due financial obligations due to the County under this Agreement. Upon such an assignment and payment of past due obligations, the assignor shall no longer have any interest or liability with respect to the assigned rights and obligations, and an abatement agreement with the same terms and conditions as this Agreement, but with respect only to such assigned rights and obligations, shall be deemed to exist between the assignee and the County. Upon the written request of the assignor or assignee, the County shall acknowledge or evidence in writing any such assignment and the Abatement Agreement.

10. Notice

All notices, demands and other communications of any type (collectively, "Notices") given shall be given in accordance with this Section. All Notices shall be in writing and delivered, by commercial delivery service to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading, or by email transmission. Notice delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same; email Notice shall be effective upon receipt by the sender of an electronic confirmation. Regardless of the method of delivery, in no case shall notice be deemed delivered later than actual receipt. In the event of a notice of default given pursuant to Article 4, such notice shall be given by at least two of the methods of delivery and consistent with Section 4(E). All Notices shall be mailed or delivered to the following addresses:

To the Owner: Serenity Wind 2, LLC
200 E. 6th Street, #222
Austin, TX 78701
At.: livia.mariz@srna.co ; diego.salgado@srna.co ;
juridico@srna.co ;

To the County: Armstrong County Judge
Armstrong County Courthouse
P.O. Box 189
Claude TX 79019
Fax: 806-226-2030

With a copy to:
Scott Sherwood
Sherwood & Sherwood, P.C.
P.O. Box 947
Panhandle, TX. 79068
scott@sherwoodtxlaw.com and
cho@sherwoodtxlaw.com
Fax: 806-537-3592

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

11. Severability

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient or unconstitutional, 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 sections or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

12. Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action related to this Agreement shall be the state district courts of Armstrong County.

13. Amendment

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

14. Guidelines and Criteria

This Agreement is entered into by the parties consistent with the Guidelines. To the extent this Agreement modifies any requirement or procedures set forth in the Guidelines, those Guidelines are deemed amended for purposes of this Agreement only, and in the event of any conflict between this Agreement and the Guidelines, the terms of this Agreement shall control.

15. Entire Agreement

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

16. Coordination of Local Hiring and Services

- A. Owner shall use reasonable commercial efforts to maximize its use of county labor and services and supplies purchased from county businesses in the course of performing under this Agreement, as is further described in the Local Spending and Support Plan attached to this Agreement as Attachment B.
- B. For every year during the Term, Owner, ~~— covenants that its contractors,~~ when aggregated across all tax abatement agreements entered into by Serenity Wind 1, LLC, Serenity Wind 2, LLC, Serenity Wind 3, LLC, Serenity Wind 4, LLC, Sunrise Solar 1, LLC, Sunrise Solar 2, LLC, and Sunrise Solar 3, LLC, Owner, its contractors, and their respective affiliates shall collectively employ, or cause their tenants to collectively employ, a minimum of two (2) full-time Project employees whose primary employment location is in the County. The foregoing requirement is a combined obligation for all such agreements and is not a separate requirement of two (2) employees per agreement.

17. Road Maintenance

Prior to construction of Improvements, Owner will submit to the County, a list, map or chart of all County roads to be used in the construction process to include transportation of construction equipment as well as wind generation equipment. Owner will upgrade such roads prior to beginning of the construction of the Improvements using caliche that is at least six (6) inches deep. During construction of the Improvements, Owner agrees to use commercially reasonable efforts to minimize the disruption to County roads caused by the construction process and agrees to repair any damage caused to County roads by Owner, its agents, or contractors during the construction period. After construction, Owner will leave such County roads in a state of equal or better condition than they were in after initial improvement by Owner but prior to commencement of construction excepting normal wear and tear, and will warrant that the roads will be maintained in such a state of equal or better condition for two (2) years after substantial completion of the construction of Improvements. Any upgrade or requirement to upgrade any road used or necessary for Owner's operation will be borne solely by Owner. Two years after completion of construction, the County will be responsible for normal routine maintenance of the County roads.

18. Cooperation

The Parties acknowledge that this Agreement is entered into in order to enhance the development of electricity projects generated by renewable energy in Armstrong County. In addition, the Parties acknowledge that the Reinvestment Zone is located in close proximity to a major ERCOT point of interconnection such that the potential exists for future transmission line development to occur in the Reinvestment Zone to enhance the development of wind or solar generated electricity or behind the meter uses of electricity

in the County or surrounding counties. Owner/its successors or assigns or the discrete phases and entities of the project (for the purposes of this Section 18 referred to as a group as "Serenity Wind") agrees to reasonably cooperate with the sponsor/owner ("Competing Line Owner") of such other planned transmission lines, which cooperation shall include Serenity Wind using commercially reasonable efforts: i) to attempt to agree with the Competing Line Owner on mutually acceptable arrangements to facilitate the routing, construction and interconnection of transmission lines, including if necessary to exchange portions of respective lease or easement properties to avoid a future line crossing; or (ii) to allow a third party transmission line to cross its Serenity Wind leased property (and transmission line, whether planned or constructed) if the Competing Line Owner executes a crossing agreement with Serenity Wind containing terms and conditions reasonably acceptable to both Serenity Wind and the Competing Line Owner which stipulates, among other things, that: the Competing Line Owner's line will cross the Serenity Wind property or transmission line in a manner and location acceptable to Serenity Wind based upon plans, specifications, construction requirements and scheduling approved by Serenity Wind and which approval shall not be unreasonably withheld.

19. Setback Requirements

Owner shall site and construct all wind turbine towers such that the base of each turbine is located no less than One Thousand Five Hundred (1,500) feet from any Existing Residence situated on property that is not subject to a wind lease or other written agreement with Owner. For purposes of this Agreement, "**Residence**" means the actual, roofed, fully enclosed structure designed and lawfully permitted for human habitation as a dwelling that is occupied as a primary or secondary residence, including single-family homes and manufactured homes affixed to real property, but excluding uninhabitable structures, sheds, barns, garages, or outbuildings not used as a dwelling. "**Existing Residence**" means any Residence in existence and substantially complete as of the date the Tax Abatement Agreement is approved by the County. Owner shall prepare and provide to the County a map identifying each such Existing Residence located in the vicinity of the project. The setback requirement shall not apply to any dwelling or structure constructed or converted into a Residence after the Tax Abatement Agreement is approved by the County, even if such construction occurs prior to the physical installation of the nearest wind turbine. The setback distance shall be measured in a straight line from the nearest exterior wall of the Residence to the center point of the base of the wind turbine tower. The parties agree that in the event of any future legislation, regulation, or ordinance mandating different setback requirements for wind turbines, the setback requirements contained in this Agreement shall control and supersede such future requirements with respect to the wind turbines constructed under this Agreement.

20. Site Maintenance

During construction of the Project and after COD, Owner shall maintain the Site free from

accumulation of objectionable, unsightly or unsanitary matter, debris, waste material, and rubbish, caused by Owner, its subcontractors or affiliates.

21. Indemnity

Owner agrees to indemnify, defend and hold the County, each of its elected officials, all of its servants, agents and employees, any person or legal entity designated by the County to perform any function required under the Guidelines, under the tax abatement application or by the terms of this Agreement, and the Appraisal District, its officers, directors, servants, agents and employees (collectively, the "**Indemnitees**") harmless from any and all claims, demands, liabilities, losses, costs, actions, causes of action, and attorneys' fees incurred by or alleged by a person other than Owner or its affiliates against the Indemnitees ("**Liability**") arising from or in any way relating to the tax abatement application, the terms, covenants, and conditions contained in this Agreement, and the action contemplated by this Agreement. The indemnity provided for in this paragraph shall not apply to any Liability resulting from the gross negligence or willful action of the Indemnitees. This provision does not waive any governmental immunity available to the Indemnitees under Texas law and does not waive any defense of a party under Texas law. The provisions of this paragraph are solely for the benefit of the Indemnitees and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

22. Reimbursement of Expenses

Owner agrees to reimburse, within 30 days of the Effective Date, directly to Sherwood & Sherwood, P.C. for the attorney fees and expenses incurred by the County in connection with the negotiation and formalization of the Abatement and this Agreement in an amount of Seventy Thousand Dollars (\$70,000.00). This attorney fee is for all abatement applications filed with the County by Owner as of the time of this Agreement and will cover attorney fees for abatement agreements associated with such applications, specifically Serenity Wind 1, LLC, Serenity Wind 2, LLC, Serenity Wind 3, LLC, Serenity Wind 4, LLC, Sunrise Solar 1, LLC, Sunrise Solar 2, LLC, and Sunrise Solar 3, LLC.

23. Estoppel Certificates

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

24. 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 Owner from the County less any tax payment or payments in lieu of taxes remitted to the County with respect to the Improvements as of the date of such violation, not later than one hundred and twenty (120) days after the date Owner is notified by the County of a violation of this section, plus interest at the Prime Rate. The payment of interest shall be as if it had been accruing from the dates the abatements were granted to Owner until the date the amount due is repaid to the County.

25. No Boycott

In accordance with Section 2270.002 of the Texas Government Code, Owner verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

26. Not a Listed Company

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.

27. No Firearms Boycott.

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

28. No Energy Company Boycott.

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

29. Safety Training

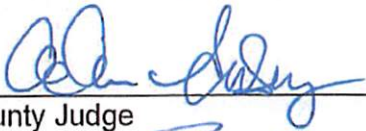
Not more than once every year during the Term, Owner, its contractors or their respective affiliates shall provide safety training related to the Project for County's employees and volunteers, including, but not limited to, emergency management services, emergency medical services, law enforcement, dispatch, and volunteer fire department personnel

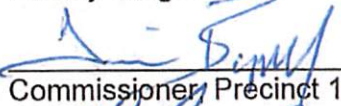
(collectively "emergency services personnel"), at Owner's sole cost and expense. Each year prior to such training Owner and the County shall discuss the necessity of such training for that year and may agree to waive such training, for example if the relevant emergency services personnel all received training the prior year. At the beginning of construction, Owner shall provide County and County emergency services personnel a map of the Project locations indicating how particular areas are referred to by Owner or its contractors so that location information may be quickly and accurately conveyed to emergency services personnel to facilitate response in the event of an emergency.

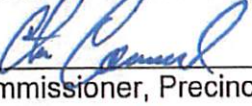
*Nothing further on this page
Signatures follow*

In Testimony of which, this Agreement has been executed by the County as authorized by the County Commissioners Court and executed by the Owner on the respective dates shown below.

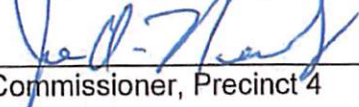
ARMSTRONG COUNTY, TEXAS, by:


County Judge


Commissioner, Precinct 1


Commissioner, Precinct 2

Not Present
Commissioner, Precinct 3


Commissioner, Precinct 4

Attest:

Tawnee Blodgett, County Clerk



Dated: Sept. 15, 2025

Serenity Wind 2, LLC

By: 
CRAG LEE MORRIS

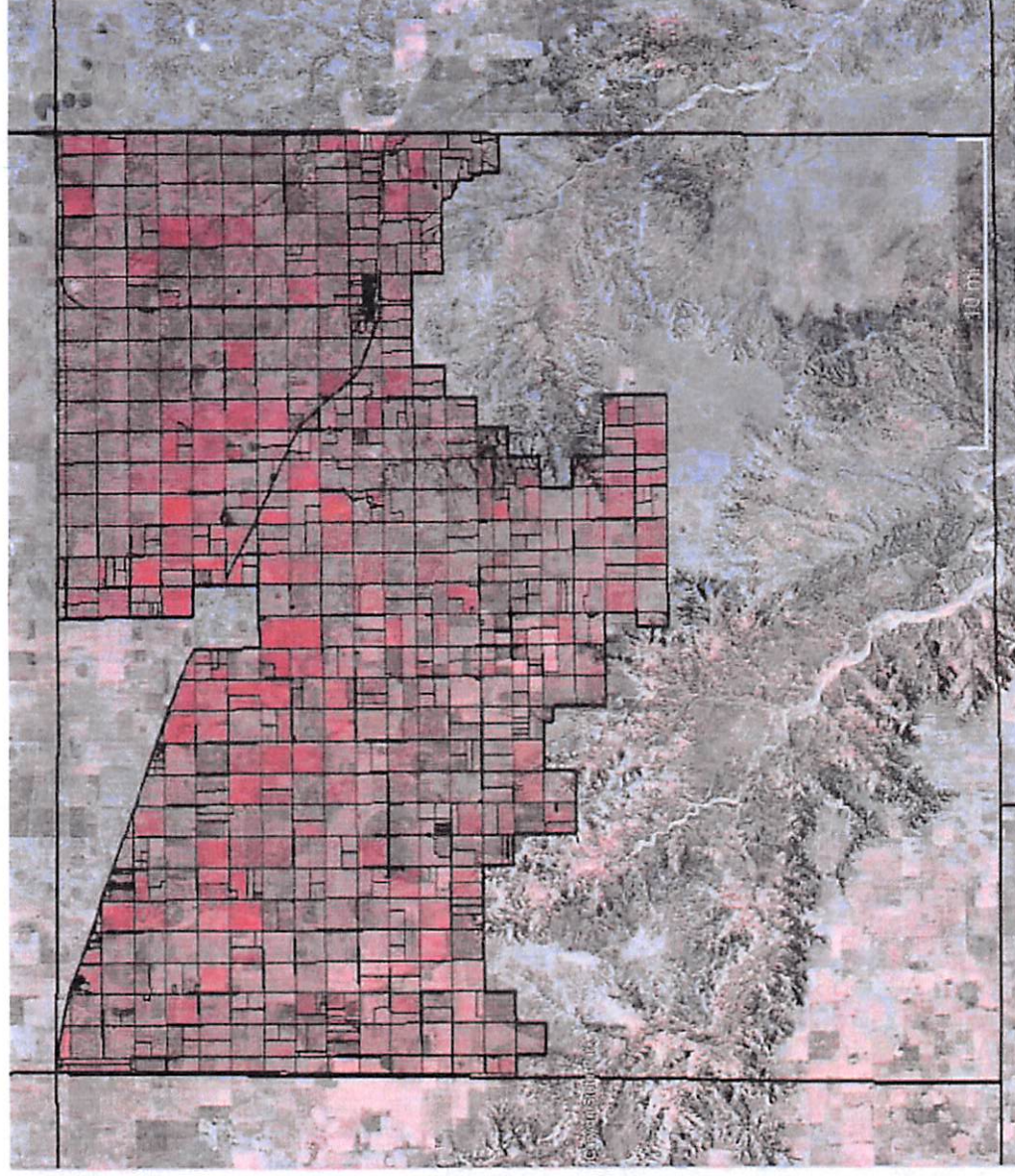
Its Authorized Agent

Date: September 15, 2025

Attachment A

Exhibit 1

Reinvestment Zone Data



Attachment B

Local Spending and Support Plan

- A. In connection with the construction and operation of the Improvements in Armstrong County (the "Project"), Owner and the Owner's prime contractor(s) ("Prime Contractor(s)") responsible for overseeing construction and/or operation of the Improvements will invest by using commercially reasonable efforts to use services, materials and supplies purchased from Armstrong County individuals and businesses, provided that nothing in this paragraph shall require Owner or the Prime Contractor(s) to use services, materials and supplies provided by Armstrong County residents that are not: (i) of similar quality to those provided by nonresidents; or (ii) made available on terms and/or at prices comparable to those offered by nonresidents. Within ninety (90) days following completion of physical construction of the Project, Owner shall provide the County with a written project summary of the investment showing its compliance with the requirements set forth in this Local Spending and Support Plan.
- B. In no event shall Owner or the Prime Contractor discriminate against Armstrong County residents in employment or in the purchase of goods and services.
- C. In filling employment vacancies in connection with the Project, Owner and the Prime Contractor(s) will use commercially reasonable efforts to use Armstrong County labor, provided that nothing in this paragraph shall require Owner or the Prime Contractor to employ Armstrong County residence who are not: (i) equally or more qualified than nonresident applicants; or (ii) available for employment on terms and/or at salaries comparable to those required by nonresident applicants.
- D. Owner or Prime Contract shall designate a Coordinator of Local Hiring and Services who will act as a liaison between all contractors and any individual or business residing in Armstrong County who is interested in obtaining information about (1) employment, or (2) commercial services or supplies expected to be purchased by a contractor.
- E. Owner or the Prime Contractor shall hold a job and contracting information session prior to beginning physical construction of the Project at which information will be provided regarding the construction and hiring needs of the Project. Such information also will be provided on a continuing basis through the Coordinator of Local Hiring and Services.