

## **AMENDMENT TO TAX ABATEMENT AGREEMENT**

This AMENDMENT TO TAX ABATEMENT AGREEMENT (this "Amendment"), effective as of the last date on the signature page hereto, is made and entered into by and between Mills County, Texas ("County"), acting through its duly elected officers, and Bluebonnet Wind Power, LLC (hereinafter "Company"). County and Company are sometimes hereinafter referred to individually as a "Party" and together as "Parties."

### **RECITALS**

A. WHEREAS, the County and the Company entered into that certain Tax Abatement Agreement, effective on November 25, 2020 (the "Original Agreement"); and

B. WHEREAS, in Section 5 of the Original Agreement, the Company is required to construct windpower facilities of a minimum of 100MW inside the Reinvestment Zone created by Mills County; and

C. WHEREAS, due in part to necessary ongoing design and project layout issues and concerns, Bluebonnet Wind Power, LLC anticipates the constructed megawatt capacity inside the Reinvestment Zone created by Mills County to be 77MW; and

D. WHEREAS, in Section 5 of the Original Agreement the company anticipates commencement of construction of the project on or before March 31, 2021, with a completion date within twelve (12) months thereafter; and

E. WHEREAS, due in part to issues beyond the control of the Company including ongoing supply chain bottlenecks in delivery of necessary equipment, the project commencement of construction has been delayed and is now anticipated to start in December 2021 with a completion date before December 31, 2022; and

F. WHEREAS, in Section 8(b) of the Original Agreement the company agrees to make annual payments in lieu of taxes of \$2,850/ MW of the nameplate capacity of the improvements installed which result in minimum annual payments in lieu of taxes of \$285,000; and

G. WHEREAS, the Company desires to hold the County harmless relative to any potential reduction to payment in lieu of taxes resulting from the reduction in megawatts installed in the Reinvestment Zone;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree to amend the Original Agreement as follows:

### **AGREEMENT**

1. **Construction of the Improvement .** The first paragraph of Section 5 of the original Agreement is deleted in its entirety and replaced with “The Company anticipates that it will commence construction of the Project on or before December 1, 2021, with a completion date on or before December 31, 2022. The Certified Appraised Value of the Improvements will depend upon annual appraisals by the Mills County Appraisal District. If the Company elects to proceed with the Project, the Company agrees to construct Improvements on the Property within the Reinvestment Zone consisting of windpower facilities of a minimum of seventy-seven megawatts (77 MW). The number of turbines will vary depending on the types of turbines and the size of the wind power facility, but the overall nameplate capacity of the Improvements will not be less than seventy-seven megawatts (77MW).
2. **Abatement.** In Section 8(b) of the Original Agreement, the number “\$2,850” in the table is deleted and replaced with replaced with the number “\$3,701”. The effect of this amendment is to ensure that the anticipated decrease in the constructed megawatts does not reduce the annual minimum payment in lieu of tax that would have been due if the project had been developed with one hundred megawatts in the Reinvestment Zone.
3. **Miscellaneous.**
  - a. **Definitions.** Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings given such terms in the Original Agreement.
  - b. **Entire Agreement.** This Amendment and the Original Agreement, including the exhibits thereto and specifically Exhibit D which is attached to this Ammendment, contain the entire understanding of the Parties with respect to the subject matter thereof and supersedes all prior and contemporaneous discussions, agreements and commitments between the Parties with respect hereto and thereto. There are no agreements or understandings between the Parties respecting the subject matter hereof or thereof, whether oral or written, other than those set forth herein or therein and neither Party has relied upon any representation, express or implied, not contained in the Original Agreement and this Amendment. Except as modified by this Amendment, all provisions of the Original Agreement not otherwise affected by this Amendment, remain in full force and effect. In the event of a conflict between the Original Agreement and the terms of this Amendment, this Amendment shall control.
  - c. **Governing Law and Dispute Resolution.** This Amendment shall be construed under the laws of the State of Texas and is performable in Mills County, Texas, the location of the Reinvestment Zone, without regard to principles of conflicts of law. Nothing in this Amendment shall be construed to alter or affect the obligations of Bluebonnet Wind Power, LLC to comply with any order, rule, statute or regulation of County or the State of Texas.
  - d. **Severability.** The invalidity of one or more phrases, sentences, clauses, or sections contained in this Amendment shall not affect the validity of the remaining portions of this Amendment so long as the material purposes of this Amendment can be determined and effectuated.

e. **Counterparts.** This Amendment may be executed by the Parties in one or more counterparts, all of which taken together, shall constitute one and the same instrument. The facsimile or .pdf signatures of the Parties shall be deemed to constitute original signatures, and facsimile or .pdf copies hereof shall be deemed to constitute duplicate originals.

IN WITNESS THEREOF, the Parties hereto made and executed this Agreement, signed by their duly authorized officers or individuals, as of the dates listed below.

MILLS COUNTY, TEXAS

BLUEBONNET WIND POWER, LLC

"County"

"Company"

By: [Signature]

By: [Signature]

Name: Ed Smith

Name: William Kelsey

Title: Mills County Judge

Title: Authorized Representative

Date: 2-28-2022

Date: 2-28-2022

*corrected to provide date  
3-18-2022 by*

*corrected to provide date 5-27-2022*

*[Signature]*

ATTEST:

[Signature]  
MILLS COUNTY CLERK

