

**TAX ABATEMENT AGREEMENT**

STATE OF TEXAS           §

COUNTY OF MILLS       §

This Tax Abatement Agreement (hereinafter “Agreement”) is entered into by and between **Mills County, Texas** (hereinafter the “**County**”) and **Priddy Wind Project, LLC** (hereinafter “**Company**”) on the 23 day of November, 2020 (“Effective Date”).

**WHEREAS**, the County is authorized to enter into Tax Abatement Agreements pursuant to Chapter 312 of the *Texas Property Tax Code* (the “Tax Code”), and

**WHEREAS**, the County has adopted Tax abatement guidelines by resolution dated October 15, 2020 which provide criteria governing tax abatement agreements to be entered into by County as contemplated by the Tax Code; and

**WHEREAS**, the County has adopted a resolution June 22, 2015 stating that it elects to be eligible to participate in tax abatement in accordance with the Tax Code; and

**WHEREAS**, the County Commissioners Court of Mills County, Texas established Priddy Wind Project Reinvestment Zone in accordance with Section 312.401 of the Tax Code on 29 day of October, 2020 (the “**Reinvestment Zone**”); and

**WHEREAS**, the Company has a leasehold interest in real property located within the Reinvestment Zone (the “**Real Estate Rights**”); and

**WHEREAS**, the Company intends to operate and maintain a wind-powered electric power generating facility with wind turbines located Mills County (the wind turbine project being the “**Project**,” as further defined in Section 4 of this Agreement); it is contemplated that the Project will cost more than \$1,000,000.00; and

**WHEREAS**, the Company would not exercise or utilize the Real Estate Rights or construct the Improvements (as defined in Section 4(i) of this Agreement) without receipt of an ad valorem tax abatement from the County; and

**WHEREAS**, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Real Estate Rights are located not less than seven (7) days prior to the date on which this Agreement was approved by the Commissioners Court; and

**WHEREAS**, after conducting a public meeting and having heard evidence and testimony in accordance with the requirement of the Tax Code, County finds that the Company’s project is feasible and practicable and would be of benefit to the Reinvestment Zone, and the taxing units with jurisdiction over the real property leased by the Company for the Project;

**WHEREAS**, this Agreement was adopted at a regularly scheduled meeting of the Commissioners Court which was preceded by written notice at least 30 days prior thereto which was

properly posted in accordance with the Open Meetings Act and at which a quorum of the Commissioners Court was present.

**NOW, THEREFORE**, in consideration of the recitals set forth above and the mutual obligations and promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, County and Company agree as follows:

1. **Recitations.** The parties agree that the recitations above in this agreement are true and correct and shall be incorporated into this Agreement.

2. **Authorization.** This Agreement is authorized and governed by the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS TAX CODE, as amended, and the Mills County Tax Abatement Guidelines and Criteria as previously adopted by County (the "**Guidelines and Criteria**"). County has determined that the terms of this Agreement and the property subject to this Agreement meet the Guidelines and Criteria adopted by the County.

3. **Term.** This Agreement shall remain in force and effect from the date of execution and continuing thereafter for a period of ten (10) years from the Start Date, and shall expire and be of no further force and effect after said date.

4. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:

- a. "Commissioners' Court" shall mean the governing body of the County.
- b. "Certificate" means a letter, provided by the Company to the County Judge, certifying that it has completed construction of the Project and outlining the Improvements included in the Project, and stipulating the overall turbine capacity of the Project. At any time before or after receipt of the Certificate, County may inspect the Property within the Reinvestment Zone in accordance with this Agreement to determine the status of the Improvements.
- c. "Certified Appraised Value" means the appraised value, for property tax purposes, of the Property within the Reinvestment Zone as certified by the Mills County Appraisal District for each taxable year.
- d. "Completion Date" means the date that the construction and installation of the Project is substantially complete and the Company has provided the Certificate to County.
- e. "County Authorities" shall mean the County Judge and Commissioners of Precincts 2 & 3.
- f. "Force Majeure" means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, inclement weather, government or de facto governmental action (unless caused by acts or omissions of such party), fires, explosions or floods, strikes, slowdowns or work stoppages. Force Majeur does not include Public Health Emergencies declared by State or Federal Officials .

g. "Project" means development and construction/installation of facilities equipment, fixtures and personal property additions on the Property to create a renewable energy project using wind turbines for the generation of electricity as further detailed in Exhibit "B."

h. "Property" means the tract of land described in Exhibit "A" attached hereto and incorporated herein for all purposes, and all improvements and tangible personal property located thereon, which comprise the Reinvestment Zone.

i. "Improvements" shall mean the buildings and structures (or additions, upgrades, or portions thereof) and other improvements, including fixed machinery, equipment and process units which may consist of one or more electrical substations, underground and overhead electrical distribution and transmission facilities, wind powered turbines, transformers, appurtenant electric equipment, communication cable, data collection facilities, and anemometer towers, to be installed, added, upgraded, or used on the Property by or for the Company after the effective date of this Agreement; and all other real and tangible personal property permitted by Chapter 312 of the Texas Property Tax Code and the Mills County Guidelines and Criteria which relate to the Project. The land located in the Reinvestment Zone is not eligible for the abatement nor are assets of the lessors of the land where the Improvements are located. Tangible personal property located on the Property at any time before the period covered by the Agreement is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory and supplies. In addition to the property described in this definition, the kind, number and location of the proposed improvements on the Property is described on Exhibit "D" attached hereto.

j. "Start Date" shall mean January 1 of the tax year immediately following the Completion Date; however, at Company's option, the Start Date may commence on January 1<sup>st</sup> of the first Calendar Year following the Calendar Year in which installation of the Improvements at the Property commences. Company's option shall only be effective if Company delivers written option exercise notice to the County Judge and the Central Appraisal District of Mills County no later than ninety (90) days after the commencement of construction of the Project.

k. "Term of Abatement" or "Abatement Period", unless terminated sooner as provided elsewhere herein, means the 10-year period from and after the Start Date during which tax abatement for County property taxes is granted.

l. "Owner" shall mean the owner of the Real Estate Rights in the Property, which shall be Priddy Wind Project, LLC and its successors and/or assigns, who are assigned or conveyed rights or interests in the Property, the Investor Party who acquires rights or interests in the Property, or any combination thereof pursuant to Section 13.

m. "Investor Party" means any entity or person providing, directly or indirectly, 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 lease structure, (c) tax equity financing, (d) any interest rate protection agreement to hedge any of the foregoing obligations, and/or (e) any energy hedge transaction. There may be more than one Investor Party.

5. **Construction of the Improvements.** The Company anticipates that it will commence construction of the Project on or before March 31, 2021, with a completion date within twelve (12) months thereafter. 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 two hundred forty-two megawatts (242 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 two hundred forty-two (242) megawatts.

Notwithstanding anything to the contrary elsewhere in this Agreement, unless otherwise waived by the owner of the Occupied Structure through either a wind lease agreement, set-back agreement or other similar agreement, no Improvement shall be constructed within 1,600 feet of a non-participating Occupied Structure. For the purpose of this Agreement, an Occupied Structure is defined as any habitable residential structure permanently affixed to a foundation and served by a properly licensed septic system, an operative well, and active utility connections, and a properly designated 911 address. Company shall certify the existence of a wind lease agreement, set-back, or other agreement by recording the agreement or a memorandum of the agreement in the Official Public Records of Mills County, Texas.

6. **Job Creation.** The Company agrees to create at least five (5) permanent full time jobs at the Project and make reasonable efforts to employ persons who are residents of Mills County, Texas in such jobs; provided, however, that the Company shall not be required to employ Mills County residents who are not (i) equally or more qualified than nonresident applicants; (ii) available for employment on terms and/or salaries comparable to those required by nonresident applicants or (iii) able to become qualified with 80 hours of training. In the event a Mills County resident could become qualified with a maximum of 80 hours of training. The Company shall provide for such training. Each of the persons employed in such jobs shall perform a substantial portion of their work in Mills County, Texas. If the employee resides outside of Mills County they shall only count as .4 of an employee. Additionally, the Company agrees to make reasonable efforts to employ at least 25 persons who are residents of Mills County, Texas during the initial construction and preparation of the Project site, subject to the same qualifications as set forth for the above referenced permanent jobs. Company agrees to use commercially reasonable efforts to notify the residents of Mills County of the availability of the above referenced positions. For purpose of this Section 6, reasonable efforts shall include, but not be limited to, holding at least one job fair in Goldthwaite, Texas, and advertising the availability of positions for at least two weeks in a newspaper of regular circulation in Mills County, Texas and on local radio.

7. **Local Goods and Services.** The Company shall use commercially reasonable efforts to utilize Mills County labor and services and supplies purchased from Mills County businesses in the course of performing under this Agreement, as is further described in the Local Goods and Services Plan attached to this Agreement as Exhibit "B."

8. **Abatement.**

(a) Provided the Company constructs wind powered turbines in Mills County as described in Section 5, and remains in compliance with this Agreement, there shall be granted and allowed hereunder to the Company by County a 100% property tax abatement on the Improvements

constructed, expanded or acquired hereunder on the Property for ten (10) tax years, commencing on January 1 of the tax year after the date that the County receives the Certificate; however, at Owner's option, the abatement shall become effective on January 1st of the first Calendar Year following the Calendar Year in which installation of the Improvements at the Property commences. Exercise of said option by Owner shall only be effective if Owner delivers a written option exercise notice to both the County Judge and the Central Appraisal District of Mills County no later than ninety (90) days after the commencement of construction of the Project.

(b) For each of the years one (1) through ten (10) during the Abatement Period, the Company agrees to pay in lieu of taxes during each Abatement Year an amount equal to the product of the number of megawatts of nameplate capacity of the Improvements installed in the Reinvestment Zone by the amount shown in Table 8(b) below payable on or before January 31 of each calendar year during the term of this Agreement.

Table 8(b)	
Abatement Year	Payment Per Megawatt
1	\$3,100
2	\$3,100
3	\$3,100
4	\$3,100
5	\$3,100
6	\$3,100
7	\$3,100
8	\$3,100
9	\$3,100
10	\$3,100

(c) It is specifically understood and agreed that the abatement granted herein is nonexclusive and does not prevent the County from dealing with any other or subsequent owner or owners of the Project, or other projects; provided, however, the County agree that the abatement provided in above shall extend to the Company (whether the Company, its successors and assigns, or the Investor Party, as applicable) for the period of the above specified tax abatements.

(d) the Company agrees that the Improvements, once constructed, shall remain in place and operational, to the extent commercially reasonable until at least twenty (20) years after the date the Certificate for such Improvements is provided by the Company; provided that nothing herein prevents the Company from replacing Improvements within the Reinvestment Zone prior to that date nor require the Company to rebuild the Improvements in the event of a casualty.

9. **Administrative**

(a) **Access to and Inspection of Property by County Employees.** The Company shall allow the County Authorities, employees, and/or designated representatives of the County access to the Improvements for the purpose of inspecting any Improvements erected to ensure that such Improvements are completed and maintained in accordance with the terms 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 the Company reasonable notice not less than forty-eight (48) hours prior to the date of inspection and shall be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of the Company and in accordance with all applicable safety standards. Upon completion of construction, the designated representative of the County may annually evaluate each facility receiving abatement to ensure compliance with the Agreement, and Company shall cooperate in preparing a report to the County confirming compliance with this Agreement.

(b) On May 1st of each year that this Agreement is in effect, the Company shall certify to the County, and to the governing body of each taxing unit, that the Company is in compliance with each applicable term of this Agreement and with adequate supporting detail to reasonably evidence that the Company is in Compliance.

(c) The Chief Appraiser of the Mills County Appraisal District annually shall determine the Certified Appraised Value of the Property and the Improvements. The Chief Appraiser shall record the Certified Appraised Value in the appraisal records. The Certified Appraised Value listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. During the term of this Agreement, each year, the Company shall furnish the Chief Appraiser with such information outlined in Chapter 22, TEXAS TAX CODE, as may be necessary for the administration of the abatement specified herein.

10. **Assuring Open Access to Transmission Infrastructure**

(a) The Parties acknowledge that this Agreement is meant to enhance the development of wind generated electricity projects in Mills County, Texas. The Company further acknowledges that certain critical transmission infrastructure ("Public Infrastructure") is located in Mills County, including substation(s) and transmission lines which have been funded by the ratepayers of Texas. The existence of this infrastructure creates the potential for future transmission line development ("Competing Lines") in support of additional wind and other electricity generating facilities in Mills County by other project sponsors/owners ("Competing Line Owners").

(b) To the extent affecting the Real Estate Rights of the Company, the Company agrees to reasonably accommodate the planning, construction and operation of such Competing Lines, including the interconnection of such lines to substations. The Company also agrees to cooperate reasonably with Competing Line Owners to facilitate access to Public Infrastructure across the Real Estate Rights. Such cooperation may include: i) attempting to agree with a Competing Line Owner on mutually satisfactory arrangements for the siting and operation of a Competing Line; and ii) allowing a Competing Line to cross the Company's leased area, provided the Competing Line Owner and the Company execute a crossing agreement reasonably acceptable to both parties.

(c) The Company agrees not to seek unreasonable compensation, arbitrarily limit Competing Line Owner transmission line or generating facility capacity if such transmission line or generating facility capacity does not adversely impact the Project, or unreasonable termination clauses or insurance requirements.

(d) In the spirit of maintaining a fair, competitive, and robust environment in Mills County for electricity generating projects, the County agrees that any future abatement agreement between County and Competing Line Owners or competing wind energy developers will contain provisions substantially similar to this Section 10.

11. **Default and Remedies.** The County may declare a default hereunder if the Company (1) in the absence of a Force Majeure, fails, refuses, or neglects to comply with any of the material terms, conditions, or representations of this Agreement and fails to cure during the cure period described herein; or (2) allows ad valorem taxes or any other amounts owed to the County or any other taxing jurisdiction in Mills County to become delinquent and fails either to cure during the cure period or to timely and properly follow the legal procedures for their protest or contest. County shall notify the Company and any lender of the Company of any default in writing in the manner prescribed herein. All contact information for purposes of a notice of default shall be provided to the , including any lender information. County is not required to notify any third party to which the Commissioners' Court has not been actually notified in writing. The notice shall specify the basis for the declaration of default, and the Company shall have the periods of time specified in Section 11(c) to cure any default. Any lender of which the County has notice shall have the right to cure any defect, including any defect caused by an assignee or contractor of such lender, during the same cure periods provided for the Company under this Agreement. 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 THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND, IF THE DEFAULT INVOLVES FAILURE TO MAKE IMPROVEMENTS UNDER THE AGREEMENT, RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty business days after the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all reasonable actions within its power to remove the basis for nonperformance (including securing alternative supply sources) and after doing so shall resume performance as soon as possible.

(a) If the County declare a default of this Agreement, this Agreement shall terminate (after notice and opportunity to cure as provided for herein), and the County, in such event, shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement, less the aggregate of all amounts paid by the Company specifically in lieu of taxes under this Agreement prior to the date of such termination. The County shall notify the Company of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Company shall have sixty (60) days from the date of such notice to cure any default; provided, however, where fulfillment of any obligation requires more than sixty (60) days, performance shall be commenced within sixty (60) days after the receipt of notice, and such performance shall be diligently continued until the default is cured; provided, however, that if such default is not cured within one hundred and fifty (150) days from the date of notice of default from the County, the failure to cure such default shall constitute a default hereunder. If the default cannot be cured, or if the Company fails to cure within the period herein specified, the Company shall be liable for and will pay to the County within sixty (60) days following the termination of this Agreement (1) the amount of all property taxes abated under this Agreement (as required above), (2) interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes, and (3) penalties on the amount abated in the year of default at the rate provided for in the Texas Tax Code for delinquent taxes, less the aggregate of all amounts paid by Company under this Agreement prior to the date of such termination.

(b) Notwithstanding the preceding portions of this paragraph, if any default arises from a violation of law resulting from a change in law, or a change in the interpretation or enforcement of law, by a governmental entity, then such default shall not give rise to the termination of this Agreement so long as the defaulting party acts in accordance with a commercially reasonable plan of action to cure such default prepared by such defaulting party and delivered to the other party.

(c) Notwithstanding any other provision contained herein to the contrary, in the event of termination of this Agreement due to default, the County shall be entitled to recapture all property taxes which have been abated by this Agreement, less the aggregate of all amounts paid by Company under this Agreement prior to the date of such termination.

**(d) LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE) AND RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH 10(b) OF THIS AGREEMENT, ALONG**



**WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES, SHALL BE County'S SOLE REMEDY, AND THE COMPANY SOLE LIABILITY, IN THE EVENT THE COMPANY FAILS TO TAKE ANY ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. THE COMPANY 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 TAXES DUE BY THE COMPANY SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.**

12. **Changes in Tax Laws.** The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement. A portion or all of 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.

13. **Assignment of Agreement.** This Agreement may not be assigned by the Company without the approval of the County by resolution or order of the , except that the Company may collaterally assign this Agreement to an Investor Party without the County's consent or otherwise assign its rights and responsibilities hereunder without the County's consent to any entity or entities or Investor Party which acquires all of the Company interest in the Improvements, the Property or the Project; provided, however, that the Company shall give written notice of any such assignment to the County, whereupon the County shall cause any property taxes applicable to the interest in the Improvements acquired by the entity or entities or Investor Party to be assessed separately to the entity or entities or Investor Party. Any assignment, including without limitation an assignment to another entity or Investor Party, shall require that all conditions and obligations in this Agreement applying to the interest acquired by the assignee shall be assumed by the assignee, and upon such assumption, the Company, (or any entity or Investor Party other than such assignee) shall have no further rights, duties or obligations under the Agreement to the extent such rights, duties or obligations apply to the interest acquired by the assignee. No assignment shall be approved if (a) the County has declared a default hereunder that has not been cured, or (b) the assignee is delinquent in the payment of ad valorem taxes or any other amounts owed to the County or any other taxing jurisdiction in Mills County or (c) the entities or principals of the entity proposed to assume the Agreement is in default on payments to the County or any government entity or creditor. Approval by the County shall not be unreasonably withheld provided the assignee is at least equivalent in experience and resources as the Company. The parties hereto agree that a transfer of stock or a portion of stock or other ownership interest in the Company to a third party is not considered an assignment under the terms of this Agreement.

14. **Notices.** Notices required to be given by this Agreement shall be mailed, certified mail return receipt requested, to the following addresses:

County:

Mills County, Texas  
County Judge  
P.O. Box 483 / 1011 4th St.  
Goldthwaite, Texas 76844

and

Owner:

Priddy Wind Project, LLC  
3760 State Street, Suite 200  
Santa Barbara, CA 93105

15. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be declared or held to be invalid or unenforceable, the remaining terms of this Agreement and the application of such terms or provision to any other person or circumstance shall not be affected by such declaration or holding and shall remain valid and enforceable as allowed by law, and the parties shall negotiate in good faith to modify this Agreement to reform the invalid or unenforceable provisions hereof. If a court ruling or change in law affects the Company's eligibility for abatement, County shall recapture so much of the abated taxes as required, but no penalties or interest shall be assessed against Company unless required by law.

16. **Governing Law; Venue.** This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be in a court of competent jurisdiction in Mills County, Texas.

17. **Road Maintenance.** A separate Road Use Agreement has been or will be executed between the Company, its agents and contractors and the County. Non Compliance or default on that agreement or failure to pay monies owed all constitute defaults under Section 11 of this Agreement.

18. **Decommissioning and Removal Bond.** To the extent applicable, the Company shall comply with the requirements of Chapter 301 of the Texas Utilities Code or its successor. Failure to meet the statutory requirements included therein shall be a default of this Agreement.

19. **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 Chapter 312 of the Texas Tax Code.

20. **Entire Agreement.** This Agreement and Exhibits “A” and “B” attached hereto contain the entire and integrated tax abatement agreement between the parties and supersedes all other negotiations and agreements between the parties relating to the grant of tax abatement for the Improvements located on the Property, whether written or oral. In the event that there is a conflict between any of the Exhibits to this Agreement or the Guidelines and Criteria and this Agreement, the provisions of this Agreement shall control over the provisions in the Exhibit or the Guidelines and Criteria.

21. **Guidelines and Criteria.** This Agreement is entered into by the parties consistent with the Guidelines and Criteria. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines and Criteria, those Guidelines and Criteria are deemed amended for purposes of this Agreement only.

22. **Headings.** The section headings contained in this Agreement are for purposes of reference and convenience only and shall not limit or otherwise affect in any way the meaning of this Agreement.

23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one original.


*[The remainder of this page is intentionally left blank.]*


EXECUTED this 2 day of December, 2020.

COUNTY:

Mills County, Texas

ATTEST:

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

By:   
\_\_\_\_\_  
IEL Smith, Mills County Judge



OWNER:

Priddy Wind Project, LLC

By:   
\_\_\_\_\_  
Jonathan Koehn  
Authorized Representative

## EXHIBIT "A"

ALL OR A PORTION OF THE FOLLOWING REAL PROPERTY LOCATED IN MILLS COUNTY, TEXAS:

<b>Priddy Wind Project, LLC</b>	
<b>Legal Description</b>	
<b>Survey</b>	<b>Abstract</b>
Jacob Becker Survey, Abstract 12	A-12
Harrison Shropshire Survey	A-584
62.27 AC N. O. Huckabee Survey, Abstract 134	A-134
C.H. Partin Survey,	A-547
P. H. Partin Survey	A-546
P. H. Partin Survey	A-547
R.O Forrest Survey	A-751
Cary D Gary Survey	A-279
R.O Forrest Survey	A-279
Memo of TEA (Unrecorded) James Schunke	A-231
Memo of TEA (Unrecorded) James Schunke	A-479
Memo of TEA (Unrecorded) James Schunke	A-1298
Memo of TEA (Unrecorded) James Schunke	A-1051
Memo of TEA (Unrecorded) James Schunke	A-486
Memo of TEA (Unrecorded) James Schunke	A-1200
Memo of TEA (Unrecorded) James Schunke	A-12165
Memo of TEA (Unrecorded) James Schunke	A-1238
Memo of TEA (Unrecorded) James Schunke	A-1119
Jonathan Johnson Survey	A-397
E.T Railroad Survey	A-795
E Carter Survey	A-138
Will Hubert Survey	A-723
W. B. Jones Survey	A-786
F.J. Nuckols Survey	A-517
J.M Griffin Survey	A-308
E.T RY Company Survey	A-308
Thomas Parker Survey No. 211	A-538
John D Moody Survey	A-465
Wilson, Wilson & Clark	Volume 129, Page 479
John J. Lampkin Survey	A-426
R.O. Forrest Survey No.2	A-1354
Hays County School Land Survey 114	A-316
T&ST LRR Company Survey- Volume 112	Page 75
T & ST LRR Company Survey - Volume 112	Page 457
T&ST LRR Company Survey - Volume 5	Page 458

Harrison Shropshire Survey	A-582
ET RR Survey	A-231
Maxwell Steel Survey	A-558
Beardsley, Valeta Kay etal	Volume 99, Page 201
F. J. Nuckols Survey	A-517
John Seider Survey	A-1508
J. O. Swindle Survey	A-1527
J. O Swindle Survey	A-1505
HT&B RR Co. Survey	A-360
R. W. Ballentine Survey	A-36
TX & St. Louis RY Company Sur No 9	Volume 15 Page 675
J.D Calloway Survey	A-1123
W. H. Livingston Survey	A-1313
Butler & Green	
Harrison Shropshire Survey	A-585
N. O. Huckabee Survey	
R. M. Hind Survey	
John H. Shahan Survey	
J. W Cockrum Survey	A-149
TX & St Louis RR Survey	Volume 110, Page 193
Hugh Dunlap Survey	A-188
J. V. Cockrum Survey	A-1338
Matthew McGowan Survey	A-470
W. H. Ratliff Survey	A-1399
R W Ballentine Survey	A-85
J M McHenry Survey	A-760
GM Currie Survey	A-161
Washington Lane Survey	A-434
J S Newman Survey	A-520
W E Gray Survey	A-961
James A Winn Survey	Volumes 72, 122 & 90
T & St. L R Survey No 12	Crouch Family Trust
Jacob Becker Survey	A-12
EDINGTON, BILL & JANA(SFS)	Volume 160, Page 563
T & St. L RR Sur,	A-1330
E. A. Absher Survey	A-1193
HT & B RR Co Survey	A-359
F M Whitten Pre-Emption Survey	A-987
Will Hubert Survey	A-365
WH McCallister Survey	Volume 3, Page 264
James Patton Survey	Volume 154, Page 97
Andy Allen Survey	A-1030
A.E. Evans Survey	A-1418
JW Cockrum Survey	A-149

JH Shanahan Survey	A-606
Matthew McGowan Survey	A-470
T & St. L RR Survey	Certificate #1342
T & St. L. RR Survey	Certificate #1349
JL Underwood Survey	A-1352
Jas. A Winn Survey	IVY & IVY
SR Bryant Survey	A-1282
RW Ballentine Survey	A-365
JC Morris Survey	A-1325
HT&B RR Survey	A-360
LD Ashley Survey	A-115
WW Wall Survey	A-1369
HA Asher Survey	A-1193
J Z Comer Survey	A-151
GH&H RR CO Survey	A-295
R L Harris Survey	A-1257
T & St. L Ry Co, Certificate No 1341	A-1400
T & St. L RY Co Certificate No. 1341	A-1425
Certificate 7 H R & T RR Company Survey	Patent #89, Volume 45-A
James Winn Survey	Volume 72, Page 418
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## **EXHIBIT "B"**

### **LOCAL GOODS AND SERVICES PLAN**

The Company agrees that it and its contractors, if any, will use reasonable commercial efforts to use Mills County area businesses in the construction, operation and maintenance of the Project; provided, however, that the Company shall not be required to use goods and services provided by County residents that are not (i) of similar quality to those provided by nonresidents or (ii) made available on terms, conditions and price comparable to those offered by nonresidents. On site services shall be ISNetwork compliant. Comparable price shall be defined as less than or equal to 105% of the nonresident price for equivalent quality, conditions and terms. The County understands that the Project may be located in more than one county. The Company may use goods and services from other nearby counties, and such use will not be construed as a violation of this Agreement.

The Company will designate a department and phone number to be available to provide information to any individuals, businesses, and contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Project: ("Local Services Coordination Department"); the Company may change the Local Services Coordination Department phone number or other contact information upon written notice to the County provided in the same manner as Section 14. The County may give out the Local Services Department information to local individuals, businesses, and contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Project and will advertise it in the local newspaper. Additionally, the Company or its construction contractor, if any, shall advertise in local newspapers in Mills County for local services to perform work on the construction of the Project.