

AUG 21 2023

**TAX ABATEMENT AGREEMENT**  
**Between**  
**JACK COUNTY, TEXAS and**  
**HECATE ENERGY DOVETAIL STORAGE LLC**

VANESSA JAMES, County Clerk  
JACK COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

This Tax Abatement Agreement (this "**Agreement**") is entered into by and between Jack County, Texas (the "**County**") duly acting herein by and through its County Judge, and Hecate Energy Dovetail Storage LLC (together with its successors and assigns, "**Owner**") effective as of July 31, 2023 (the "**Effective Date**") and is as follows:

Authorization

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as amended, and by the Guidelines and Criteria for Tax Abatement (as defined below).

Recitals:

- A. The County has indicated its election to be eligible to participate in tax abatements in a resolution dated July 31, 2023. The Commissioners Court of Jack County, Texas, by Order dated July 31, 2023, adopted the Jack County Reinvestment Zone-Dovetail for commercial-industrial tax abatement (the "**Reinvestment Zone**"); the Reinvestment Zone is described in the Order and Exhibits attached hereto; and
- B. Owner anticipates constructing improvements within the Reinvestment Zone consisting of a photovoltaic battery storage facility (the "**Project**"). The Project is anticipated to consist of lithium-ion batteries organized in modules and installed rack towers with a total Nameplate Storage Capacity of up to 500 megawatts, AC, all to be located in the Reinvestment Zone (the "**Improvements**"). The total Nameplate Capacity of storage capacity shall be a minimum of 250 ~~375~~ megawatts, AC, of battery storage and this Agreement imposes no maximum Project size. The Certified Appraised Value will depend upon annual appraisals by the Jack County Appraisal County (the "**Appraisal County**").
- i. The Improvements will also include any other property in the Reinvestment Zone owned or leased by Owner that is used to generate or store electricity and perform other functions related to the generation, storage, distribution, and transmission of electrical power, or that is otherwise related to the storage and sale of electricity.
- ii. Owner anticipates that the Project and Improvements will be connected to the electricity grid and be able to generate electricity for sale ("**Commercial Operations**") on or about December 31, 2026.
- C. The Commissioners Court, after conducting a hearing and having heard evidence and testimony, has concluded, based on the evidence and testimony presented to it, that the Project and Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Agreement and the terms of this Agreement: (i) are consistent with the requirements of Chapter 312 of the Texas Tax Code and the Tax Abatement Guidelines and

Criteria adopted by the County on July 31, 2021 (the “**Guidelines**”), or to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with Section 312.002(d) of the Texas Tax Code, that this Agreement should be entered into notwithstanding any such inconsistency, and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

- D. Proper notice of the County’s intent to enter into this Agreement has been provided to the County Judges of each of the other taxing units levying taxes in the Reinvestment Zone not less than 7 days prior to the date on which this Agreement was approved by the Commissioners Court.
- E. This Agreement was adopted at a properly scheduled meeting of the Commissioners Court which was preceded by written 30 days written notice pursuant to Section 312.207 of the Texas Tax Code which was properly posted in accordance with the Open Meetings Act and at which a quorum of the Commissioners Court was present.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

## **Section 1 IMPROVEMENTS**

1.1 Improvements in Reinvestment Zone. Owner anticipates that it will construct the Project and Improvements within the Reinvestment Zone. Owner acknowledges that the abatement granted herein is conditioned upon completion of construction of the Improvements within the Reinvestment Zone as provided in Section 2.2 herein.

1.2 Timing of Improvements. Owner projects that construction of the Improvements will begin in 2024 and will be substantially completed by December 31, 2026. If Owner has not substantially completed construction of the Improvements by December 31, 2026, this Agreement shall terminate and no abatement will be granted and neither party shall owe any obligation to the other hereunder; provided however (i) that pursuant to Section 5.1 or 5.2 hereof, the December 31, 2026 deadline shall, upon notification by Owner, and documentation of the nature of the delay, be extended by the number of days during which an event of Force Majeure occurs after the effective date of this Agreement; and in addition; (ii) that Owner may, in writing, request a one-time, one-year extension of such December 31, 2026 deadline to December 31, 2027 (or as such deadline may have been extended by an event of Force Majeure) in the event of permitting delays, interconnection studies, equipment or labor shortages or supply chain disruptions, construction delays, availability of financing, ERCOT curtailment or other events or circumstances impacting construction that are beyond its reasonable control. The County shall not unreasonably withhold, ~~condition~~condition, or delay its consent to any such extension. For purposes hereof, the term “**substantially completed**” means that at least 250375 MW of Nameplate Capacity (defined below) of the Improvements must be installed and capable of producing electricity.

1.3 Improvements. The Improvements must (i) be located within the Reinvestment Zone, (ii) be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) meet the definition of an improvement or tangible personal property as provided in Chapter 1 of the Texas Tax Code, and (iv) be constructed or placed in the Reinvestment Zone after the date this Agreement is approved by the Commissioners Court.

1.4 Plans and Specifications, Governmental Requirements and Workmanship. All Improvements shall be constructed and installed substantially in accordance with plans and specifications (as the same may be amended, ~~modified~~modified, or changed by change orders from time to time, the “**Plans and Specifications**”) prepared by an engineer or architect licensed within the United States and in accordance with all applicable regulations of any governmental agency or entity having jurisdiction over any aspect of the construction. Owner shall take such steps as are reasonably necessary to see that all work on the Improvements is completed in a good and workmanlike manner. The County shall have the right to inspect the Improvements and Project in accordance with Section 3.5 below.

1.5 Decommissioning. Pursuant to Section 302.0004 of the Texas Utilities Code, the County and Owner agree that the intent and purpose of this Section is to require the Owner to return and restore the land to as close as reasonably possible to its previous condition as existed before the Project and Improvements at the end of the useful life of the Project. The County acknowledges that Owner has entered into confidential agreements with each landowner whose property will be utilized by the Project and Improvements within the Reinvestment Zone (“**Landowner Agreement**”) that requires that Owner decommission the Project and Improvements, including restoring, through soil stabilization and revegetation of native and/or non-native species, pollinators preferred, at least the first three feet of depth of the soil on any land disturbed by the Project and Improvements (the “**Restoration Obligations**”). Each Landowner Agreement requires Owner to provide a form of security or financial assurance to the Landowner in the form of a bond, an escrow deposit, letter of credit, corporate guarantee from investment-grade entity, or cash deposit to secure Owner’s performance of the Restoration Obligations (“**Restoration Security**”). Sample provisions governing the Restoration Obligations and Restoration Securities (with other financial terms redacted) are provided in **Exhibit F**.

## **Section 2**

### **TAX ABATEMENT**

2.1 Tax Abatement Granted. Subject to the terms and conditions of this Agreement, the County agrees to abate all *ad valorem* property taxes levied by the County on the Improvements during the Abatement Period (hereinafter defined) as provided by this Agreement.

Property not eligible for Abatement, if any, shall be fully taxable at all times;

The Certified Appraised Value of property existing in the Reinvestment Zones prior to execution of this Agreement shall be fully taxable at all times;

Prior to commencement of the Abatement Period, the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zones shall be fully taxable at all times;

During the Abatement Period, 100% of Jack County's Property Taxes on the Certified Appraised Value of the Improvements shall be abated for the periods and in the amounts as provided for herein;

After expiration of the Abatement Period, 100% of the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zones shall be fully taxable at all times, including during the remainder of the Term; and

The Base Year value for the proposed Project and Improvements is agreed to be zero.

2.2 Abatement Period; Commencement Date. The Abatement Period shall begin on the earlier of (a) January 1 of the first calendar year after the commencement of Commercial Operations of the Improvements, or (b) January 1 of the calendar year identified in a Notice of Abatement Commencement (as defined below) delivered by Owner (the "**Commencement Date**"). The period in which taxes are abated (the "**Abatement Period**") will begin on the Commencement Date and will terminate on December 31 of the tenth (10<sup>th</sup>) year following the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve either party of any covenants, obligations, or payments owing to the other as of the date the Agreement is terminated. As used in this Section "**Notice of Abatement Commencement**" means a notice that Owner may, in its sole discretion, deliver to the County stating Owner's desire to commence the Abatement Period prior to January 1 of the first calendar year after Commercial Operations. If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement: "Owner elects for the abatement period to begin on January 1, 202\_\_"; the date stated in the Notice of Abatement Commencement shall be the Commencement Date. Owner shall deliver the Notice of Abatement Commencement not later than the December 31 that immediately precedes the January 1 Commencement Date.

Owner shall provide a certificate to the County and to the Appraisal County within **sixty (60) days after the date Commercial Operations** are achieved (the "**Certificate**"). The Certificate shall describe any ancillary facilities not required for Commercial Operations that are still under construction on the date that the Certificate is delivered, and if the Certificate indicates any such facilities exist, Owner will deliver an amended Certificate to the County within thirty (30) days after all Project and Improvement construction is complete.

During the Abatement Period, County shall request that the Appraisal County annually determine both (i) the Certified Appraised Value of Owner's Improvements in the Reinvestment Zone and (ii) the taxable value (taking into account the terms of the Abatement in this Agreement) of Owner's Improvements in the Reinvestment Zone. The Appraisal County shall record both the Certified Appraised Value and the abated taxable value of the Improvements in the Appraisal County appraisal records. The Certified Appraised Value listed in the Appraisal County's appraisal records shall be the standard used for calculating the amount of taxes to be recaptured by the County in the event that the County is entitled to recapture abated taxes under this Agreement. Notwithstanding any of the foregoing, Owner at all times shall have the right to appeal, challenge, or



protest appraisals of the Project or the Improvements including any portion thereof. Owner acknowledges that the outcome of any appeal, challenge, or protest appraisals on the Project and Improvements will have no effect on the PILOT payments as identified in Section 2.3 of this agreement.

**2.3 Payments In Lieu of Taxes.** As consideration for the abatement granted by County under this Agreement, Owner agrees to timely perform all covenants undertaken by Owner pursuant to the terms of this Agreement including the making of an annual payment in lieu of taxes (the “**PILOT**”) to the County for each year during the Abatement Period. The Nameplate Capacity PILOT and Storage Capacity PILOT described below have been derived by formula based on capital cost of Nameplate Capacity or Storage Capacity, less Investment Tax credits, less Texas depreciation rates, multiplied by the County tax rate, averaged over ten years, and reduced to a PILOT per MW of installed nameplate storage capacity. The PILOT payment shall never be less than \$103,750.00 per annum.

**2.4 Due Date.** The PILOT required by this Agreement must be paid to the County Treasurer not later than December 1 of the year for which abatement is granted. By way of illustration only, if the Commencement Date is January 15, 2028, then the PILOT for the first year of the Abatement Period must be paid not later than January 1, 2029. A penalty of \$250.00 per day will be assessed for late payments of the PILOT.

**2.5 Annual Certification.** **On or before May 1** of each calendar year that this Agreement is in effect Owner shall certify to the County its compliance with all material provisions of this Agreement, including without limitation the requirements of Section 2.7 (Nameplate Capacity); Section 3.1 (jobs); Section 3.12 (charitable donation; Section 4.2 (Owner’s representation). This annual certification (the “**Annual Certification**”) shall contain a statement, sworn to by an individual who is an authorized officer of Owner, stating that Owner is in compliance with the material terms of this Agreement.

**2.6 Calculation of the PILOT.** During each year of the Abatement Period, Owner agrees to pay the County a PILOT payment for the minimum Nameplate Storage Capacity (defined below) equal to the greater of (i) the product of ~~\$414.78~~, rounded to ~~\$415.00~~~~344.08~~ per MW of ~~Nameplate Storage~~Nameplate Storage Capacity or (ii) ~~\$103,750.00~~~~16,655.58~~ annually. For each MW above the minimum capacity, the Owner agrees to pay the County a PILOT payment equal to ~~\$415.00~~~~344.08~~ per MW per annum.

**2.7 Capacity.** As used in this Agreement, the term “**Nameplate Capacity**” or “**Storage Capacity**” shall mean the installed rated amount of the manufacturer’s nameplate storage capacity or the nameplate storage capacity of the Improvements, expressed in megawatts measured in alternating current, regardless of the amount of electricity that is ~~actually~~~~produced~~produced or sold. The Nameplate Capacity and Storage Capacity shall be determined as of January 1 of each year during the Abatement Period. As a part of the Annual Certification, the individual who is an authorized officer of Owner shall prepare and file with the Commissioners Court a sworn statement of the Nameplate Capacity or Storage Capacity (if any) of the Improvements not later than May 1 of each year during the Abatement Period. If a dispute arises between the County and the Owner as to the Nameplate Capacity or Storage Capacity of the Improvements, the parties, in the absence of an agreement on the dispute, may seek a

declaratory judgment on the matter pursuant to Chapter 37 of the Texas Civil Practice and Remedies Code.

2.8 In Lieu of Taxes. The parties agree that each PILOT will be in lieu of any *ad valorem* property taxes which would otherwise be owed by Owner to the County (including Maintenance & Operations (M&O), Interest and Sinking funds (I&S), lateral road and bridge tax, or other special County tax authorized by the Texas Constitution and in effect in the County during the term of this Agreement) for any year during the Abatement Period with respect to the Improvements.

2.9 Conditions to Tax Abatement. The tax abatement granted by this Agreement is expressly conditioned upon the following conditions which must be satisfied throughout the entire Term and with which Owner agrees to comply with at all times, subject, however, to the notice and cure rights of Owner set forth in Section 5 hereof:

2.10 Construction of the Improvements. Owner's timely construction of the Improvements in accordance with this Agreement.

2.11 Operations. Owner's operation of the Improvements in accordance with this Agreement.

2.12 Compliance with this Agreement. Owner's compliance with all material covenants and obligations undertaken by Owner pursuant to the terms of this Agreement.

2.13 Accuracy of Representations. The accuracy and truthfulness in all material respects of the representations by Owner contained in this Agreement as of the date this Agreement is executed and throughout the term of this Agreement.

2.14 Payment of Taxes. The payment by Owner prior to delinquency, of all taxes levied by the County, any other taxing unit within the County based on the value of, or levied against, the Project or the Improvements. It shall not be a violation of this provision if the party who is assessed the tax in good faith protests the levy or assessment of a particular tax by the timely filing of appropriate proceedings to prosecute a protest or contest of the tax, makes payment of the disputed tax during such protest or contest as required by applicable law, and pays the tax, as finally determined, prior to delinquency as required by applicable law.

2.15 Continued Operations following Abatement. Owner agrees to continue routine commercial operation of the Project, including all outages for repair, maintenance and refurbishment, for a period of fifteen years (15) years after the end of the Abatement Period. This provision shall not be interpreted to require the Improvements to generate any minimum amount of electricity or require that any part of the Improvements generate electricity at any ~~particular time~~time. In addition to any other remedies available to the County pursuant to this Agreement or applicable law, upon any breach of this covenant as determined by a final judgment by a court of competent jurisdiction, the County shall be entitled to the remedies specified in Section 5.4 hereof. The provisions of this subsection shall survive after the Term of this Agreement.

### **Section III**

#### **COVENANTS APPLICABLE TO CONSTRUCTION AND OPERATIONS AFTER CONSTRUCTION**

3.1 Job Creation. Owner agrees, in addition to approximately 350 temporary construction jobs prior to the Abatement Period created by Owner's contractors and subcontractors, to provide and maintain during the Abatement Period not fewer than one (1) new full-time job in connection with the operation of the Project either through direct employment by Owner or through employment by an Affiliate of Owner or by contractors or service providers engaged to provide goods or services in connection with the construction of the Improvements and thereafter in the course of operating the Project. Owner's obligation to create one (1) new full-time job related to the Project does not represent a commitment by Owner that any or all of the one (1) new full-time job will be filled by a resident of the County. Owner shall include in the Annual Certification confirmation of compliance with this Section.

3.2 Insurance. Owner agrees to maintain in full force at all times starting at commencement of construction and continuing throughout the term of this Agreement the following insurance coverage issued by companies authorized to conduct business in the State of Texas:

Commercial general liability covering liability arising out of premises, operations, bodily injury, property damage, products and completed operations and liability under an insured contract (contractual liability) with per occurrence limits of \$1,000,000 with aggregate limits of not less than \$2,000,000; \$2,000,000 completed operations aggregate.

Worker's compensation coverage for all full-time employees to the extent required by Texas law; and

Business automobile liability coverage for all owned, non-owned, leased and hired automobiles with limits of not less than \$2,000,000 combined single limit, per occurrence, for bodily injury and property damage.

Owner shall provide certificates of insurance evidencing the above required coverages on throughout the term of this Agreement upon request by the County.

3.3 Environmental and Permit Compliance.

During the term of this Agreement, Owner shall:

Separately identify labor and materials in any contracts with its general or prime contractors for construction of the Project and Improvements in the amount of \$50,000 or more for the purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Tax Code resulting in the value of the materials being separately identified from other costs and state that the situs of any sales and use tax paid and related thereto will be Jack County, Texas.

Make a good faith effort to require all contractors and any other buyers of the Project and Improvements to make Jack County, Texas the situs of sales and use taxes.

Deliver to County not later than forty-five (45) days prior to the commencement of construction of the Project and Improvements the following items which may be subject to change over time;

Engineering drawings illustrating pre and post development topographic information.

Hydrology studies listing required drainage improvements that provide protection against excessive erosion damage.

Internal site-road layouts and relevant site road construction drawings that document Owner's plans to construct all-weather access to accommodate the provision of emergency services, including fire protection.

Project's Geotechnical Report.

Project's Phase 1 Environmental Site Assessment.

Project's Stormwater Pollution Prevention Plan, including anti-pollution plans to protect surface and groundwater from any leaching of adverse agents due to fire or destruction or degradation of the improvements.

Battery Module Specification Data Sheets along with any Material Safety Data Sheets ("MSDS") or warnings that are relevant to the handling, installation, or maintenance of the equipment.

List of livestock species allowed for potential agricultural production along with related provisions, if applicable.

List of vegetation control methods to include chemicals planned for application, if applicable.

Assessments from local, ~~state~~state, and federal historical entities as to the impact the project will have on the site and surrounding area, if applicable.

Documentation illustrating compliance with the requirements of the Endangered Species Act, if applicable.

Affidavits executed by any Underground Conservation County and or Watershed Authority having jurisdiction regarding the project's impact on natural resources, if applicable.

A landscaping plan designed to minimize the visual impact of the project upon adjoining existing residential properties along existing roadways by use of existing suitable natural vegetation together with the placement of compatible plants, trees, ~~shrubs~~shrubs, or other suitable vegetation intended to screen portions of the project from view of adjoining existing residential properties.

3.4 Local Spending. Owner agrees it will use commercially reasonable efforts to utilize qualified contractors and vendors located in the County for the construction of the Improvements and the operation and maintenance of the Project, subject to and in compliance with Owner's internal procurement policies and procedures. However, Owner will not be required to use goods and

services provided by local contractors or vendors where such local goods or services are not comparable in quality to those provided by nonresidents or where such goods and services are not available on terms and conditions (including price and bonding capacity) comparable to those offered by nonresidents. Owner agrees to designate a coordinator of local services who will act as a liaison between Owner and any individuals, businesses or 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 Improvements. Additionally, Owner agrees to do the following:

Not later than one month prior to the start of construction of the Improvements, Owner will hold a job fair within thirty miles of the Reinvestment Zone advertising construction employment positions and soliciting those persons or firms that are interested in selling goods or providing services with respect to the construction of the Improvements. No later than two weeks prior to the job fair, Owner shall publish a notice in the local newspaper announcing the date, time and location of the job fair and the procedure for application. Applications from the job fair shall be distributed to the various subcontractors for consideration. Owner will compile and maintain, throughout the construction process, a list of local prospective employees, vendors, ~~contractors~~contractors, and service providers interested in participating in the construction process.

Not later than one month prior to filling a full-time position (excepting internal transfer and promotions) for the on-site operation of the Project, Owner shall publish notice of the position in the local newspaper describing the position and the procedure for application. If a full-time position must be filled to replace an existing employee assigned to the on-site operation of the Project, Owner shall publish notice of the position as far in advance of filling the position as is commercially practicable. Any position requiring more than 35 hours per week shall be considered full time.

Owner shall contractually require all its general or prime contractors to comply with this provision and contractually obligate its general or prime contractors to require their subcontractors that are providing construction and installation services with respect to the Improvements to comply with this provision. A contractor or subcontractor or service provider from the County shall be awarded the bid unless another contractor or subcontractor or service provider is the low bidder or, in the sole judgment of Owner, is the most qualified. In determining whether a particular contractor, subcontractor, or service provider is qualified, Owner may consider: (i) such person or firm's bonding capacity, (ii) financial and staffing capacity to carry out the work, (iii) expertise and experience, (iv) the requirements of any manufacturer with respect to the ~~particular~~aspect of the work for which the person or firm is being considered, and (v) integrity, ~~responsibility~~responsibility, and reliability.

### 3.5 Inspections.

Right to Inspect, Obtain Information. Subject to the further provisions of this Section, at all times during the term of this Agreement, the County, acting through its officers or a designated agent or employee, shall have reasonable access to the Improvements and the



Project: (i) to verify that the Improvements are constructed in accordance with the Plans and Specifications and conditions of this Agreement, (ii) to verify that the Project are operated in a manner consistent with this Agreement, (iii) to verify compliance with the terms of this Agreement and the truth of any representations made by Owner pursuant to the terms of this Agreement, (iv) to determine the Nameplate Capacity or Storage Capacity, (v) to obtain, or verify, information reasonably necessary to ascertain the Certified Appraised Value of the Project or (vi) any other fact or circumstance pertinent to the performance of this Agreement.

Conduct of Inspections. The County agrees to provide Owner with at least two (2) business days advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted at a mutually agreed time and date and in a manner that will not unreasonably interfere with the construction of the Improvements or the operation of the Project. All such inspections shall be made with one or more representatives of Owner and in accordance with all applicable Project and governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents or employees of the County or the Appraisal County. Nothing herein shall be construed to limit or diminish the authority of the County or the Appraisal County to conduct inspections or obtain information under applicable law.

3.6 Annual Exemption Application. On or before **April 30** of each year of the Tax Abatement Period, Owner shall apply for an abatement exemption application with the Jack County Appraisal County pursuant to Section 11.28 of the Texas Tax Code on Texas Comptroller Form 50-116 or equivalent.

3.7 Determination of Value. During the Term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Appraisal County with such information as is required by applicable law (including a rendition filed under Chapter 22 of the Texas Tax Code and an application for exemption filed under Section 11.28 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement.

3.8 Estoppel Certificates. Either party hereto may request an estoppel certificate from the other party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate 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, consent to inclusion of another matter not to be unreasonably withheld. A party shall not unreasonably withhold its consent to a request for an estoppel certificate. A party shall provide within fourteen (14) days of receiving a request an estoppel certificate or an explanation of why the party is not willing to provide the certificate.

3.9 Use of Improvements. The Improvements shall be used solely for the generation, transmission, distribution, and optional storage of electricity using battery energy storage equipment in furtherance of the County's development goals to achieve a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

3.10 Damage or Destruction of Improvements. In the event of damage to, or destruction of, the Improvements, or any portion thereof, the PILOT Amounts specified in Section 2.3 above shall be based on the number of MW of Nameplate Capacity that can still generate electricity during reconstruction, provided however, that the Owner shall document the generating capacity remaining after the damage event, and the County and Owner shall mutually agree to the Nameplate Capacity upon which the PILOT payment during reconstruction will be based.

3.11 Criteria for Insurance, Bonding Companies. The insurance policies required by Section 3.3 shall be issued by insurance carriers authorized to conduct business in the State of Texas and rated (i) "A-" or better by A.M. Best, or (ii) rated "A" or better by S&P Global Ratings, or (iii) having an equivalent rating by another nationally recognized insurance rating agency, or (iv) such other insurance carriers of recognized responsibility, which, solely in the case of insurance carriers described in this clause (iv), shall be subject to any required consent, which consent shall not be unreasonably withheld or delayed. Any bonds required or permitted under this Agreement shall be issued by companies authorized to conduct business in the State of Texas and rated "A-" or above by A.M. Best.

3.12 Charitable Donation. Separate and apart from the PILOT payment, Owner agrees to fund, not later than June 1 of each year, an annual charitable donation of ~~\$30~~45,000.00 for each year of the abatement period, payable to the County for the use and benefit of Volunteer Fire Departments most likely to respond to the Project location in the event of fire.

3.13 Fire Training. Owner agrees to annually provide on-Site training to County and Volunteer Fire Department key responders with respect to Owner's emergency response plan(s). The Project will be designed to meet or exceed industry standards for fire suppression and mitigation. Any specialized equipment recognized in established industry standards that is necessary to fight fire originating with the Project's battery storage equipment (and that is not otherwise commonly used in fighting fires) will be maintained by the Owner and in accordance with the emergency response plan and provided for the use of any responding Volunteer Fire Department responding to a fire event on the Project site. Should the need arise in accordance with the Owner's emergency response plan, Owner will reimburse the responding volunteer fire departments for actual documented costs incurred in responding to a fire emergency caused by the Project's equipment (and not by natural causes such as lightening) at the Project location.

3.14 Road Repair. Owner and its contractors, subcontractors, and service providers shall have the right to use County roads identified in a Road Use Agreement entered into by the parties, which is incorporated hereby by reference, and will be filed as a public record with the County Clerk.

#### **Section 4 REPRESENTATIONS**

4.1 By the County. The County hereby warrants and represents that this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County. The County represents that (i) the County has formally elected to be eligible to grant property tax abatements under Chapter 312 of the Tax Code; (ii) the Reinvestment Zone has been designated and this Agreement has been approved in accordance with Chapter 312 of the Texas Tax Code and the

Guidelines as both exist on the effective date of this Agreement; (iii) no interest in the Improvements is held, leased, or subleased by a member of the County Commissioners Court, (iv) that the property within the Reinvestment Zone is located within the legal boundaries of the County and outside the boundaries of all municipalities located in the County; and (v) the County has made and will continue to make all required filings with the Texas Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

4.2 By Owner. Owner hereby warrants and represents to the County:

Owner represents and agrees that (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Project and Improvements to be placed on the Site; (ii) construction of the proposed Project and Improvements will be performed by Owner, its successors and/or assigns and/or their contractors or subcontractors; (iii) Owner's and its successors' and assigns' use of the Project will be limited to the use described in this Agreement (and ancillary uses) during the Abatement Period; (iv) all representations made in this Agreement are true and correct in all material respects to the best of Owner's knowledge; (v) Owner will make any filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required now or in the future; (vi) Owner agrees to conduct a Phase I Environmental Site Assessment for the Project and Improvements in accordance with state and federal law and meet or exceed the permit requirements identified by the environmental study; (vii) Owner agrees to observe all state and federal law restricting the diversion and impoundment of the natural flow of surface water across the Project and Improvements; (viii) Owner shall make best efforts to utilize processes, products and materials that minimize the risk of environmental toxicity emitted by the Project and Improvements ; and (ix) Owner agrees that in the event of any assignment of this agreement, said assignment shall include a commitment by the successor and/or assignee to and be bound the terms and conditions of this Agreement.

That Owner is a limited liability company in good standing under the laws of its state of organization and authorized to do business in the State of Texas; or in the case of a permitted assignee of this Agreement, that such assignee is authorized to do business in the State of Texas.

That Owner is not in default in the payment of any taxes owing to the federal, state or any local governmental units within the County.

That the officer of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized to perform all covenants undertaken by Owner pursuant to this Agreement.

That there is no operating agreement, certificate of formation provision, or agreement between Owner and any third party which in any way limits Owner's authority to enter into this Agreement and perform all covenants and agreements set forth herein.

That none of the tangible personal property that is intended to be a part of the Improvements located within the Reinvestment Zone is located within the Reinvestment Zone as of the Effective Date of this Agreement.

## **Section 5 DEFAULT; REMEDIES**

5.1 Default In Constructing Improvements. If Owner fails to complete the Improvements in the manner, and within the time period stated in this Agreement, and Owner's failure to comply with those provisions of this Agreement are not cured following notice to Owner pursuant to Section 5.3 below, Owner shall be in default under the terms of this Agreement, *provided however*, that failure to construct a minimum of ~~250~~300 megawatts of Nameplate Capacity (i) shall not reduce the minimum PILOT payment due under Section 2.3 of this Agreement; and (ii) shall ~~not~~ be deemed a breach of this Agreement. In the event of a default in the construction of the Improvements the County may terminate or cancel this Agreement and Owner shall pay to the County all property tax revenues (including penalties, interest, attorney's ~~fees~~fees, and costs) that would have been payable to the County in the absence of this Agreement for any portion of the Improvements that are constructed less a credit for any PILOT payments made by Owner.

5.2 Default In Operations, ~~Payments~~Payments, or Performance of Other Covenants. The occurrence of any of the following circumstances shall be an event of default under the terms of this Agreement:

The Project is not operated in accordance with the material terms of this Agreement for the period of time required by this Agreement;

Owner fails to timely pay any amounts owing to County pursuant to this Agreement, including any *ad valorem* taxes owed to the County or any other taxing unit within the County, or fails to timely and properly follow applicable procedures for protest or contest of any such *ad valorem* taxes; or

Owner fails to timely perform any material covenant, ~~condition~~condition, or agreement it has undertaken pursuant to the terms of this Agreement;

Any representation made by Owner in Section 4.2 of this Agreement is materially untrue or, with the passage of time, becomes materially untrue; or

Owner fails to maintain continued operations in accordance with Section 2.4(f).

5.3 Notice, Right to Cure. Upon the occurrence of an event of default (including default under Sections 5.1 or 5.2 above), the County shall give the Owner written notice specifying the default.

5.4 Monetary Defaults. If the event of default relates to the payment of money, Owner shall cure such default within 90 days of the date of the notice from the County.

5.5 Non-Monetary Defaults. If the event of default is based upon an event other than a default in the payment of money, Owner shall cure such default within 30 days of the date of the notice of default by the County. This cure period shall be extended such additional time period as the

documentation demonstrates is reasonably necessary to cure the default provided that Owner has commenced the cure and is diligently proceeding with such cure, but not longer than 180 days without the approval of the County, which approval shall not be unreasonably withheld, ~~conditioned~~ conditioned, or delayed.

#### 5.6 Remedies.

If an event of default is not cured in accordance with Section 5.3 above, then the County may terminate this Agreement. If there is a default (other than a default pursuant to Section 5.1 above) that is not cured by Owner within the time permitted by Section 5.3, Owner shall not be entitled to abatement of taxes for the calendar year in which the default occurs and any subsequent calendar year on which the default remains uncured for any period. If a default continues over more than one day, it will be considered to have occurred on the date on which it first occurred.

If an event of default occurring during the Abatement Period is not cured in accordance with Section 5.3 above, then the County may by written notice terminate this Agreement and require Owner to make a recapture payment within sixty (60) days of such notice of termination that shall be equal to all *ad valorem* taxes abated pursuant to the terms of this Agreement to the date of any default minus a credit to Owner for the sum of the PILOTs paid to the date of the default. The County shall have a lien securing such recapture payment amount which shall be equivalent to a tax lien created pursuant to Section 32.01 of the Texas Tax Code. This lien shall attach to the Improvements as provided in Section 32.01 of the Texas Tax Code and shall have the same priority as a tax lien existing under Section 32.01 of the Texas Tax Code. Notwithstanding the foregoing the County's right to foreclose this lien shall be subject to the County's compliance with the notice and right to cure provisions of Section 5.8 below.

5.7 Mortgagee Protection. Notwithstanding any other provision hereof, County agrees that Owner may, without any further consent from the County, mortgage, pledge, or otherwise encumber its interest in this Agreement, the Project, and Owner's lease and easement agreements related to the land on which the Improvements are located ("**Leases**"), to any lender or to any Commissioner or beneficiary under a deed of trust or to any master or special servicer (a "**Mortgagee**") for the purpose of financing operations of the Project, constructing the Improvements or acquiring additional equipment for the Project following any initial phase of construction (a "**Financing**"). Any Mortgagee shall be entitled to receive the same written notice of any default as County is required to provide Owner hereunder so long as County has been provided notice of the identity and address of such Mortgagee, and such Mortgagee shall be entitled to cure or commence cure of any such defaults in the same manner as Owner. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

5.8 LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, TERMINATION 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 THIS



AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED HEREIN, ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' 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 SECTION 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 OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

## **Section 6**

### **ASSIGNMENT or TRANSFER OF OWNERSHIP**

6.1 Assignment or Transfer of Ownership. So long as no default exists and is continuing at the time of the proposed assignment or transfer, Owner may, without the consent of the County, assign or transfer, in whole or in part, any of its rights or obligations under the terms of this Agreement or in the Improvements, Leases or the Project (i) pursuant to Section 5 of this Agreement, (ii) to an Affiliate of Owner, or (iii) to a Permitted Transferee. Owner shall provide written notice of any assignment or Transfer to the County and comply with Section 6 hereof, and a penalty of \$250.00 per day will be assessed if any notices required by this Section 6 are provided late. The consent of the County for any other purported assignment or transfer may only be withheld under those circumstances described in this section. After an assignment that is completed in accordance with the requirements of this Agreement, Owner shall have no further rights, duties, or obligations under this Agreement to the extent such rights, duties, and obligations have been assumed by the assignee.

For purposes of this Section, a "Permitted Transferee" means any purported assignee or transferee that, together with its parent companies and affiliates: (1) has operated at least 25 MW of energy assets for at least 1 year; or (2) has gross assets greater than \$10 million dollars; or (3) is a publicly traded company.

6.2 Information on Assignee or transferee to be Provided to County; Timing of Consent. In the event Owner proposes to assign all or any portion of its interest in the Project in a transaction that requires the County's consent, Owner agrees to provide the County the Background Information on the proposed assignee. Owner agrees to reimburse the County, up to a maximum of \$5,000 for any expenses incurred by the County in obtaining or analyzing any of the Background Information.

6.3 County May Withhold Consent. To the extent that the consent of the County is required for a purported transfer or assignment by Owner other than as provided in Section 6.1 (above), the County may withhold its consent to a proposed assignment or transfer in its reasonable discretion only if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the Agreement and pay the *ad valorem* tax assessments from Jack County as they are made, or the proposed assignee

cannot otherwise reasonably demonstrate its financial ability to abide by all terms and conditions set forth herein, (ii) the proposed assignee has a record of violations or defaults with respect to its operations of battery storage projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement, and (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 6 below.

If the County reasonably requests additional information of the Owner, in order to satisfy this obligation, the Owner and the prospective assignee/transferee agree to negotiate in good faith regarding what information will, and will not, be made available to the County and any conditions to the disclosure of such information. The County shall advise Owner in writing of its objection to the proposed assignment or transfer not later than ten (10) business days from the date the County is provided with all Background Information.

6.4 Conditions to Assignment. Owner's assignment or transfer shall also be conditioned on the following:

Delivery to the County of an assignment and assumption agreement by and between Owner and the assignee, pursuant to which: (i) in the case of a partial assignment, each of Owner and assignee assume and agree to timely discharge all covenants and obligations under the terms of this Agreement (as applicable), and (ii) in the case of a full assignment, assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement;

Proof reasonably acceptable to the County (which may be in the form of an opinion of legal counsel) that the assignee is authorized to sign the addendum and perform the covenants and obligations thereby undertaken;

The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and

Proof that the proposed assignee has obtained or will obtain the insurance coverage required by this Agreement.

6.5 Sale or Transfer to Non-taxable Entity.

If, during the Abatement Period or the period of time during which Owner is required to maintain continued operations pursuant to Section 2.4(f) above, the Owner proposes a Transfer to a Non-taxable entity, Owner shall pay to the County an amount equal to: (i) for the five tax years preceding the year in which the Transfer to a Non-taxable Entity occurs, all *ad valorem* taxes abated under the terms of this Agreement but giving credit to Owner for the sum of all PILOTs made to the date of the proposed assignment, and (ii) all *ad valorem* taxes which would be due and owing for the year during which the Transfer to a Non-taxable Entity is made, even though such taxes may not yet be billed or finally assessed. Such payment shall be made prior to or on the effective date of any such assignment to a Non-taxable Entity.

Any Transfer to a Non-taxable Entity by Owner without compliance with Section 6.5(a) above shall be considered a default under the terms of this Agreement without the

requirement of any notice by the County to Owner or opportunity to cure. Following any such default the County will be entitled to: (i) recapture the taxes abated pursuant to this Agreement in accordance with Section 6.5(a) above and/or (ii) pursue, without election of remedies, any other remedy available to it under this Agreement or applicable law.

As used in this Agreement, a "Transfer to a Non-taxable Entity" shall mean any sale, ~~transfer~~transfer, or assignment, in whole or in part, of the Project under circumstances where the assignee is exempt from property taxation, under applicable law, with respect to the Improvements or the Project, or any portion thereof, sold, ~~transferred~~transferred, or assigned to the assignee.

If Owner Transfers to a Non-taxable Entity only a portion of the Project, then this Section, including any recapture obligation, shall apply pro rata only to those the portion of the Project that is Transferred to a Non-taxable Entity, and the Agreement will remain in effect with respect to the portion of the Project not Transferred to a Non-taxable Entity, subject to a pro rata reduction in the PILOT to reflect the Capacity retained by Owner.

**6.6 Change in Control.** Owner shall, at least 30-day prior to such event, notify the County in writing of any actual or anticipated change in the control or ownership of the Owner.

## DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:

"Affiliate" or "Affiliate of Owner" shall mean a person who controls, is controlled by, or under common control with another person, where a person shall be deemed to control another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person through an ownership interest; and "Subsidiary" or "Subsidiary of Owner" shall have the meaning assigned to it in the Texas Business Organizations Code.

"Background Information" shall include, without limitation, in the case of a proposed assignee or partial assignee and any specific Affiliate or Affiliates of a proposed assignee or partial assignee identified by the County and reasonably pertinent to the County's consent under Section 6.3 hereof:

its legal name or identity;

the address of its local office in the County, if applicable, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office;

the state in which it was chartered and its registered office and agent in that state, the name and address of its registered agent and office in the State of Texas, and the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code);

all public filings made in the year of the proposed assignment and the preceding two years with the Securities and Exchange Commission of the United States or with the agency of any state regulating securities transactions, if any; and

a report from an independent financial rating firm selected by the County, such as Dunn and Bradstreet or Moody's, if such report exists.

"Base Year" shall mean the calendar year this Agreement is entered into.

"Certified Appraised Value" shall mean the appraised value of property that is subject to property taxation under the Texas Tax Code determined and certified by the Chief Appraiser of the Jack County Central Appraisal County for each taxable year.

"Term" shall mean the period from the Effective Date through the last day of the Abatement Period.

## **Section 7 NOTICES**

7.1 Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addresses or the named representatives thereof, or when mailed by prepaid certified mail, return receipt requested, addressed to such party at the respective addresses set forth below:

If to the County:

Jack County, Texas  
Attn: County Judge  
Jack County Courthouse  
100 N. Main St., Ste. 206  
Jacksboro, Texas 76458

If to the Owner:

Hecate Energy Dovetail Storage LLC  
621 West Randolph St.  
Chicago, IL 60661

Either party may change the address for notices by a written notice forwarded in accordance with the foregoing.

## **Section 8 MISCELLANEOUS**

8.1 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 Jack County, Texas, or in a United States County Court of Texas having Jack County within its original jurisdiction. Venue may not be assigned or transferred elsewhere.

8.2 Relationship of Parties. Under no circumstances shall Owner, or any of Owner's employees, look to Jack County as his/her employer, or as a partner, ~~agent~~agent, or principal. Neither Owner nor any of Owner's employees shall be entitled to any benefits accorded to Jack County's employees, including without limitation worker's compensation, disability insurance, ~~vacation~~vacation, or sick pay. Owner shall be responsible for providing, at Owner's expense and election, and in Owner's name, unemployment, disability, worker's ~~compensation~~compensation, and other insurance that Owner elects to provide, as well as all licenses and permits that are usual or necessary in connection with the Project and Improvements.

8.3 Waiver. The failure of either party to enforce any right or demand strict performance of any obligation of the other party under this Agreement shall not operate as, or be construed to be, a waiver of such right or obligation.

8.4 Entire Agreement, Interpretation. This Agreement, including Exhibits A thru F, attached hereto and which are incorporated herein by reference, collectively constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, ~~correspondence~~correspondence, or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.

8.5 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, ~~illegal~~illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.

8.6 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 the Company from the County as of the date of such violation, minus any PILOT payments made by Owner, 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 rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time 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. The payment of interest shall be as if it had been accruing from the dates the



abatements were granted to Owner and the dates the PILOTs were paid by Owner the until the date the amount due is repaid to the County.

8.7 Owner as Party to Litigation. In the event any litigation is initiated questioning or challenging the validity of this Agreement or any part hereof or any of the underlying orders or Commissioners Court actions authorizing the same, the County agrees not to object to the Owner's joinder or intervention in such litigation.

8.8 Force Majeure. If Owner's performance of any obligation or obligations under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner, then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. 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. Contingencies or causes beyond the control of Owner include, without limitation:

Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, and labor disputes or strikes;

The current coronavirus or similar pandemic or governmental actions, governmental shut-downs, travel restrictions, quarantines, or business closings stemming therefrom;

To the extent it affects the Owner's ability to perform a non-monetary covenant or obligation under this Agreement:

A change in a governmental law or regulation if Owner complies with the changed or revised law or regulation within the time limits, and in the manner, provided by such changed or revised law or regulation;

A delay occasioned by the fact that supplies or materials are not reasonably available or the fact that a contractor or subcontractor is delayed in performing services and in either case the circumstance is not directly or indirectly caused by the acts or omissions of Owner.

Any party claiming delay due to an event of Force Majeure must provide written notice to the other party promptly upon learning of such event, and in such notice must provide a reasonable description of the event of Force Majeure, the date of commencement of the event of Force Majeure, and the nature of the delay anticipated to be incurred as a result thereof. The party claiming Force Majeure must also provide written notice to the other party of the cessation of the event of Force Majeure, including a reasonable description of the resolution of the event of Force Majeure and the date on which the Force Majeure was resolved.

8.9 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement. Once all parties to this Agreement have signed a counterpart, this Agreement shall be binding upon all parties in accordance with the terms hereof.

8.10 Official Minutes. The parties agree a duplicate of this Agreement shall be entered in the Official Minutes of the Commissioners Court of Jack County, Texas.

8.11 Creation of Agreement. The County agrees that any other taxing unit eligible to enter into agreements relating to the abatement of taxes may adopt all or any portion of this Agreement.

8.12 Further Acts. The parties each agree to cooperate fully with the other and to take such further action and execute such other documents or instruments as necessary or appropriate to implement the terms of this Agreement.

8.13 Conflict with Guidelines. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines, those Guidelines are deemed amended for purposes of this Agreement only.

8.14 Indemnity. Owner agrees to indemnify, defend, and hold County harmless against and from all liabilities, damages, claims, and expenses, including without limitation reasonable attorneys' fees, that may be imposed upon or asserted against County by any third party in connection with Owner's alleged breach of this Agreement. Owner shall not be required to indemnify, defend, and hold County harmless against third party claims asserting procedural defects relating to the County's creation of this Agreement. Owner will reimburse the County for all costs, including reasonable and necessary legal fees, in any final disposition of a claim that is subject to indemnification by Owner under the first sentence of this Section, whether by adjudication in court or alternative dispute resolution procedures, provided that Owner shall not be responsible for reimbursement of County for any matter that the County agrees to settle without the approval of Owner.

8.15 Expenses of Negotiation and Compliance. Owner agrees to pay the County's reasonable expenses incurred as a result of the negotiation, including all costs of publication or other required procedures under applicable statutes, of this Agreement including all reasonable and necessary attorney fees incurred during the negotiation and preparation of this Agreement. Payment is to be made within 30 days of receipt by Company of invoice from Jack County, with supporting documentation sufficient to enable the Owner to verify such expenses. Notwithstanding anything in this paragraph, the maximum reimbursement to be paid by Owner under this Section is \$10,000.00.

8.16 Remediation. Pursuant to Chapter 301, Texas Utilities Code, Owner will, at the conclusion of the useful life of the project (including as and if subsequently repowered) and termination of the project leases (including as and if extended, whether by exercise of options or entering into amendments with the landowners party thereto), shall take such steps as necessary to reasonably remediate and return the property to its former state of usefulness, provided that if the project leases include terms for decommissioning of the project and restoring the property, then Owner

shall not be required to return the property to a condition that exceeds the condition required under the terms of the leases. The County assumes no responsibility for remediation under this Agreement.

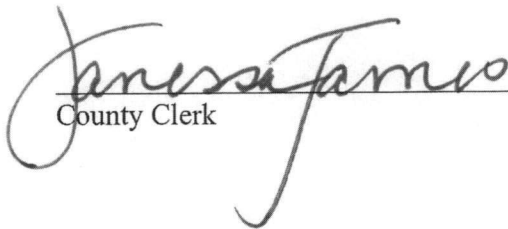
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EXECUTED AND EFFECTIVE as of the date and year first written above.

Attachments:

- Exhibit A: Order Creating Reinvestment Zone
- Exhibit B: Criteria and Guidelines for Tax Abatement
- Exhibit C: Application for Tax Abatement
- Exhibit D: Project Description, Site Map, Property List
- Exhibit E: Road Use Agreement
- Exhibit F: Remediation Provisions Contained in State law

ATTEST:

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



COUNTY:

Jack County, Texas

By: 

\_\_\_\_\_  
County Judge

OWNER:

HECATE ENERGY DOVETAIL  
STORAGE LLC

By: 

Name: Andrew Boggs

Title: Authorized Signatory

**Exhibit A**  
**Order Creating Reinvestment Zone**

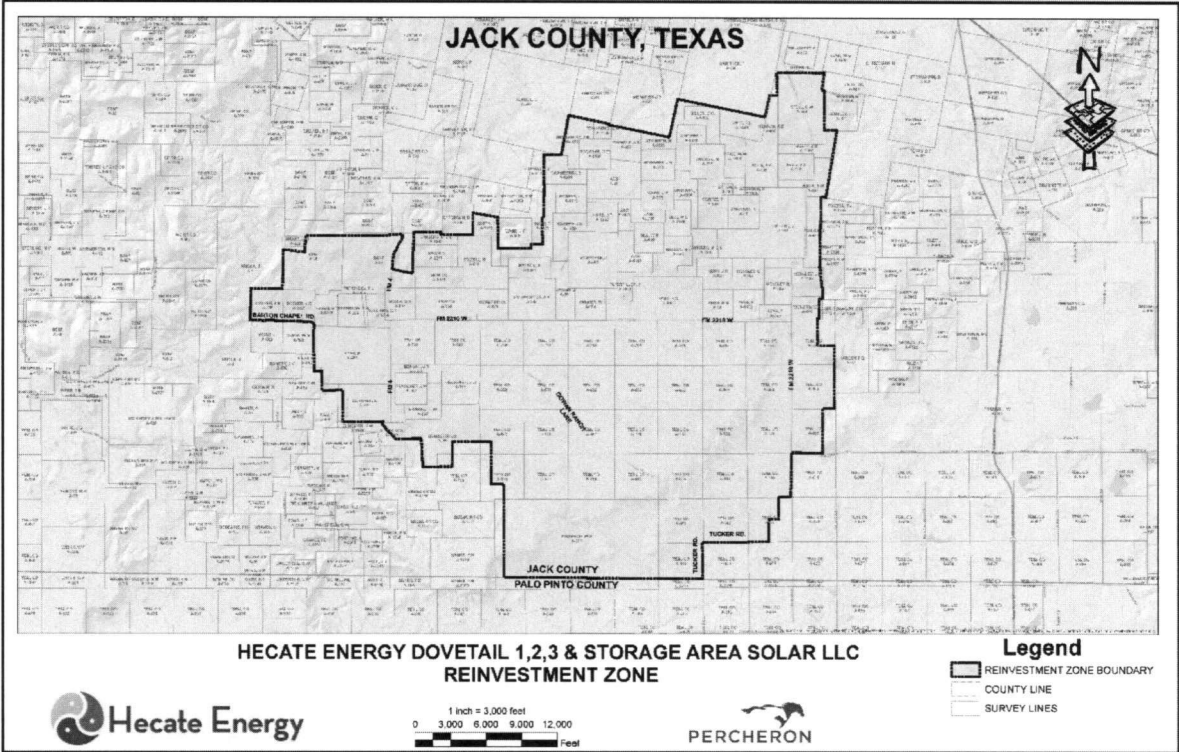


**Exhibit B**  
**Guidelines and Criteria for Tax Abatement**

**Exhibit C**  
**Application for Tax Abatement**

**Exhibit D**  
**Project Description, Site Map, Property List**

The proposed Project is anticipated to have a capacity of approximately 500 MW located in Jack County. The exact location of the storage assets will vary depending upon ongoing siting analysis, manufacturer's availability, prices, and the megawatt generating capacity of the Project when completed. Storage equipment selection is ongoing at this time and has not been finalized. The exact number of batteries and their capacity will depend upon the manufacturer's availability and prices, ongoing engineering design optimization and the final megawatt generating capacity of the Generation Project when completed. Current plans are to install all Storage assets within Jack County. The Applicant requests a tax abatement for all facilities and equipment installed for the Project, including; energy storage enclosures containing batteries. energy storage cooling systems SCADA systems, transformers. fire suppression systems, interconnection facilities and all eligible ancillary and necessary equipment. The estimated Taxable Value in Year 1 of the project is \$48,000,000.00 and would depreciate down to \$29,600,000 in the first year after the Abatement Period expires.



Acreage	Property ID	Owner	Legal Desc
57.45	3777	BAR T LAND COMPANY LP TEXAS LTD	AB 663 T E & L CO
53.51	3775	BAR T LAND COMPANY LP TEXAS LTD	AB 816 T E & L CO
43.53	3774	BAR T LAND COMPANY LP TEXAS LTD	AB 815 T E & L CO
100.04	3772	BAR T LAND COMPANY LP TEXAS LTD	AB 723 T E & L CO
309.18	3768	BAR T LAND COMPANY LP TEXAS LTD	AB 724 T E & L CO
56.27	3767	BAR T LAND COMPANY LP TEXAS LTD	AB 652 T E & L CO
339.02	3764	BAR T LAND COMPANY LP TEXAS LTD	AB 647 T E & L CO
100.15	10196	WIMBERLY FRANCES LAND TRUST	AB 812 T E & L CO
325.25	5586	FOUST PAULA JO FURR	AB 682 T E & L CO
197.62	5585	FOUST PAULA JO FURR	AB 673 T E & L CO
90.38	5127	HOWORTH FAMILY PARTNERSHIP	AB 816 T E & L CO
10.05	5126	HOWORTH FAMILY PARTNERSHIP	AB 815 T E & L CO
2118.24	5125	HOWORTH FAMILY PARTNERSHIP	AB 325 W P KINENON
94.72	5118	HOWORTH FAMILY PARTNERSHIP	AB 685 T E & L CO
171.92	1237	LAUGHLIN DENEICE B	AB 685 T E & L CO
1.44	12252	HOWORTH FAMILY PARTNERSHIP	AB 325 W P KINENON
328.24	5929	SMITH WARREN CLAYTON & KATHY	AB 683 T E & L CO
14.73	8073	RICHARDS LAND CO LTD	AB 184 G W DAVIS
138.11	8073	RICHARDS LAND CO LTD	AB 184 G W DAVIS
5.36	57076	DWLW PROPERTIES LTD	AB 1937 R D ARDREY
130.13	4537	RICHARDS LAND CO LTD	AB 1552 J D MURFF
73.16	3890	FRANCIS CALVIN & KAREN	AB 847 J TAYLOR
159.65	3886	FRANCIS EDDIE	AB 300 R HENSLEY
142.79	10219	WIMBERLY FRANCES LAND TRUST	AB 870 WM H VICKERS
67.74	10195	GARDNER CHARLES T	AB 847 J TAYLOR
101.18	12599	DWLW PROPERTIES LTD	AB 1267 L J HENSLEY
0.92	56069	CHAPMAN MICHAEL W	AB 847 J TAYLOR
59.46	54606	CHAPMAN MICHAEL W	AB 847 J TAYLOR
0.00	54606	CHAPMAN MICHAEL W	AB 847 J TAYLOR
2.00	57335	TURNIPSEED MARY M DECD	AB 814 T E & L CO
279.13	5097	CHW RANCHES LLC	AB 663 T E & L CO
46.32	5096	CHW RANCHES LLC	AB 662 T E & L CO
278.79	5095	CHW RANCHES LLC	AB 652 T E & L CO
197.76	4263	KINDER J R & GAYLA	AB 816 T E & L CO
219.04	4262	KINDER J R & GAYLA	AB 815 T E & L CO
48.77	2645	TURNIPSEED MARY M DECD	AB 815 T E & L CO
28.70	2643	TURNIPSEED MARY M DECD	AB 724 T E & L CO
104.62	2642	TURNIPSEED MARY M DECD	AB 723 T E & L CO
241.77	2618	COOPER NELDA NEAL	AB 817 T E & L CO
108.15	6417	SMITH MATT DEE	AB 397 W MARSHALL
53.12	60969	LAWSON LAND AND CATTLE LLC	AB 719 T E & L CO
18.83	60968	LAWSON LAND AND CATTLE LLC	AB 649 T E & L CO
58.20	60389	CANAFAX MARGARET LYNN CRAFT TRUSTEE	AB 649 T E & L CO
150.00	60388	CANAFAX MARGARET LYNN CRAFT TRUSTEE	AB 719 TE & L CO
9.87	53046	SHAWVER MARY ANN WILLIAMS	AB 1315 G W STONE
205.61	50784	SHAWVER MARY ANN WILLIAMS	AB 91 BBB & CRR
77.69	2757	LAWSON LAND AND CATTLE LLC	AB 817 T E & L CO
123.37	2756	LAWSON LAND AND CATTLE LLC	AB 719 T E & L CO
46.67	2755	LAWSON LAND AND CATTLE LLC	AB 649 T E & L CO
276.06	2754	CANAFAX MARGARET LYNN CRAFT TRUSTEE	AB 91 BBB & CRR
196.04	10065	SHAWVER MARY ANN WILLIAMS	AB 649 T E & L CO
321.37	10064	SHAWVER MARY ANN WILLIAMS	AB 648 T E & L CO
87.93	6850	NETHERY T O	AB 1315 G W STONE
61.00	6427	SMITH MATT DEE	AB 2025 J P REAGAN
89.66	6426	SMITH MATT DEE	AB 502 J W REASONER
5.26	59775	SHAWVER MARY ANN WILLIAMS	AB 2025 J P REAGAN

Acreage	Property ID	Owner	Legal Desc
7.82	59772	TOLLESON MALLORY ELIZABETH	AB 502 J W REASONER
36.10	59771	TOLLESON MALLORY ELIZABETH	AB 2025 J P REAGAN
37.34	59768	WILLIAMS EDDY JOE	AB 2025 J P REAGAN
73.75	59767	SHAWVER MARY ANN WILLIAMS	AB 91 BBB & CRR
274.96	51663	HALMAN LIVING TRUST	AB 761 T E & L CO
20.01	50785	WILLIAMS PAULA ELIZABETH	AB 2025 J P REAGAN
195.11	1825	WILLIAMS PAULA E	AB 650 T E & L CO
95.21	10080	WILLIAMS PAULA ELIZABETH	AB 650 T E & L CO
51.95	10068	WILLIAMS EDDY JOE	AB 502 J W REASONER
18.49	10066	TOLLESON MALLORY ELIZABETH	AB 91 BBB & CRR
26.96	10062	TOLLESON MALLORY ELIZABETH	AB 397 W MARSHALL
3.73	10060	WILLIAMS EDDY JOE	AB 2025 J P REAGAN
0.59	10042	WILLIAMS PAULA E	AB 601 GEORGE SOULE
245.50	10041	WILLIAMS PAULA E	AB 615 J THOMPSON
5.98	60132	SHAWVER MARY ANN WILLIAMS	AB 502 J W REASONER
39.51	10063	WILLIAMS PAULA ELIZABETH	AB 761 T E & L CO
5.87	10059	WILLIAMS EDDY JOE	AB 2025 J P REAGAN
148.27	7866	SCHMITZ ERIC	AB 760 T E & L CO
303.74	7794	BAR T LAND COMPANY LP TEXAS LTD	AB 754 T E & L CO
74.59	6154	VERNON JEFF D	AB 365 PETER LYNN
80.34	59731	THORNTON MIKE & KAREN	AB 756 T E & L CO
50.59	59553	BAR T LAND COMPANY LP TEXAS LTD	AB 662 T E & L CO
91.33	59552	BAR T LAND COMPANY LP TEXAS LTD	AB 723 T E & L CO
1.00	59102	HUGHES KENNY&TAMARA L	AB 665 TE E& L CO
79.21	52224	WIMBERLY FRANCES LAND TRUST	AB 752 T E & L CO
5.73	9556	FRANCIS GEORGE CALVIN & KAREN JANE	AB 755 T E & L CO
2.39	54516	WIMBERLY EDWARD J AND SARAH J	AB 753 T E & L CO
327.43	2644	TURNIPSEED MARY M DECD	AB 814 T E & L CO
0.23	59168	HUGHES KENNY&TAMARA L	AB 665 T E & L CO
22.67	57843	HUGHES KENNY&TAMARA L	AB 665 T E & L CO
48.01	59761	MOORE BRAD	AB 665 T E & L CO
0.99	4932	MOORE BRAD	AB 665 T E & L CO
9.99	5435	HILTON CAROLYN J	AB 665 T E & L CO
81.68	9555	FRANCIS GEORGE CALVIN & KAREN JANE	AB 755 T E & L CO
124.55	7867	TURNIPSEED MARY M DECD	AB 760 T E & L CO
326.41	7796	BAR T LAND COMPANY LP TEXAS LTD	AB 661 T E & L CO
323.97	7795	BAR T LAND COMPANY LP TEXAS LTD	AB 813 T E & L CO
330.64	7793	BAR T LAND COMPANY LP TEXAS LTD	AB 753 T E & L CO
306.09	7792	BAR T LAND COMPANY LP TEXAS LTD	AB 722 T E & L CO
323.28	7791	BAR T LAND COMPANY LP TEXAS LTD	AB 721 T E & L CO
46.38	56959	BAR T LAND COMPANY LP TEXAS LTD	AB 755 T E & L CO
46.10	56958	BAR T LAND COMPANY LP TEXAS LTD	AB 756 T E & L CO
1.95	54932	MITCHELL LORRIE	AB 758 T E & L CO
9.96	54445	HUGHES JANET L	AB 665 T E & L CO
9.81	54444	WOLFGANG DONNA K HUGHES	AB 665 T E & L CO
226.62	4828	HENDERSON FAMILY TRUST	AB 812 T E & L CO
17.30	4820	HENDERSON FAMILY TRUST	AB 665 T E & L CO
33.06	4389	BROWN BILLY FRED (DECD 042501	AB 759 T E & L CO
336.07	4388	BROWN BILLY FRED (DECD 042501	AB 757 T E & L CO
2.57	4387	MITCHELL LORRIE	AB 759 T E & L CO
8.60	4386	BROWN BILLY FRED (DECD 042501	AB 758 T E & L CO
220.32	4386	BROWN BILLY FRED (DECD 042501	AB 758 T E & L CO
202.99	4385	BROWN BILLY FRED (DECD 042501	AB 756 T E & L CO
93.93	4384	THORNTON MIKE & KAREN	AB 755 T E & L CO
200.55	4383	BAR T LAND COMPANY LP TEXAS LTD	AB 662 T E & L CO
53.41	3776	BROWN BILLY FRED (DECD 042501	AB 760 T E & L CO

Acreage	Property ID	Owner	Legal Desc
279.87	3770	BROWN BILLY FRED (DECD 042501	AB 759 T E & L CO
90.67	3769	BROWN BILLY FRED (DECD 042501	AB 758 T E & L CO
321.78	3766	BROWN BILLY FRED (DECD 042501	AB 651 T E & L CO
31.74	3765	BROWN BILLY FRED (DECD 042501	AB 650 T E & L CO
70.04	2398	FRANCIS CALVIN & KAREN	AB 755 T E & L CO
322.59	10221	WIMBERLY EDWARD JAMES	AB 664 T E & L CO
246.31	10170	WIMBERLY EDWARD JAMES	AB 752 T E & L CO
331.21	7790	BAR T LAND COMPANY LP TEXAS LTD	AB 660 T E & L CO
19.93	54443	STOUARD CAROLYN & PRESTON	AB 665 T E & L CO
83.13	8927	HILTON CAROLYN J	AB 665 T E & L CO
23.04	60739	MCCULLOUGH JANE DAY	AB 2021 T NASH
136.89	8100	RICHARDS LAND CO LTD	AB 1503 N ATKINSON
173.70	8095	RICHARDS LAND CO LTD	AB 513 J W ROGERS
158.79	8075	RICHARDS LAND CO LTD	AB 997 S A SWINGLE
151.71	4538	RICHARDS LAND CO LTD	AB 1708 W PRICE
156.02	4536	RICHARDS LAND CO LTD	AB 1441 L WINDERS
182.43	4535	RICHARDS LAND CO LTD	AB 1440 R L WATT
152.98	4534	RICHARDS LAND CO LTD	AB 1286 H G MILLER
195.19	4533	RICHARDS LAND CO LTD	AB 892 M WALKER
69.52	8106	RICHARDS LAND CO LTD	AB 2258 J L SHOWN
17.77	8105	RICHARDS LAND CO LTD	AB 2030 N ATKINSON
2.39	8101	SPRINGDALE CEMETERY	AB 1506 N ATKINSON
124.92	8099	RICHARDS LAND CO LTD	AB 1489 G W ROGERS
158.08	8080	RICHARDS LAND CO LTD	AB 903 J P WARD
181.75	8079	RICHARDS LAND CO LTD	AB 23 A & BARRETT
128.75	8078	RICHARDS LAND CO LTD	AB 960 A B HENSON
148.86	8076	RICHARDS LAND CO LTD	AB 189 W B DILL
50.61	8074	RICHARDS LAND CO LTD	AB 1267 L I HENSLEY
0.02	60218	SALMON JAMES ARTHUR	AB 847 J TAYLOR
0.00	60218	SALMON JAMES ARTHUR	AB 847 J TAYLOR
5.30	60117	RICHARDS LAND CO LTD	AB 957 C HENSLEY
27.70	54557	RAY SHAWN TA	AB 1463 A V GUINN
76.61	5148	FITZGERALD RONALD & ANNA Q	AB 957 C HENSLEY
2.01	50430	SPARKS SPRINGS SECOND	AB 1267 L J HENSLEY
751.23	4539	RICHARDS LAND CO LTD	AB 881 J WATKINS
207.64	4532	RICHARDS LAND CO LTD	AB 195 B F ELLIS
140.06	4531	RICHARDS LAND CO LTD	AB 196 B F ELLIS
543.94	3213	DODSON E E EST	AB 529 G W STELL
87.85	1196	RICHARDS LAND CO LTD	AB 1343 M D L WINDERS
137.14	1194	RICHARDS LAND CO LTD	AB 943 M L DALTON
140.63	1193	RICHARDS LAND CO LTD	AB 1520 W DILL
20.96	1192	RICHARDS LAND CO LTD	AB 360 A LITTON
130.33	1191	RICHARDS LAND CO LTD	AB 1506 N ATKINSON
269.15	1190	RICHARDS LAND CO LTD	AB 139 F CORTES
170.42	1189	RICHARDS LAND CO LTD	AB 17 N ATKINSON
80.55	7919	RAY SHAWN TA	AB 957 C HENSLEY
2.00	7722	BAR T LAND COMPANY LP TEXAS LTD	AB 901 J WAUGH
15.35	7720	BAR T LAND COMPANY LP TEXAS LTD	AB 406 J MCPETERS
20.54	9958	NASH BRENDA LYNETTE	AB 1420 J M ROGERS
75.18	9321	HOLT STARLA L TEAGUE	AB 2021 T NASH
144.69	7241	NASH EVA MAY	AB 1419 J J ROGERS
5.55	7236	NASH BRENDA LYNETTE	AB 901 J WAUGH
99.65	7235	NASH BRENDA LYNETTE	AB 1420 J M ROGERS
38.01	7235	NASH BRENDA LYNETTE	AB 1420 J M ROGERS
19.94	7234	NASH BRENDA LYNETTE	AB 2258 J L SHOWN
81.07	7233	NASH BRENDA LYNETTE	AB 1393 J F HORD



Acreage	Property ID	Owner	Legal Desc
3.48	7232	NASH BRENDA LYNETTE	AB 23 A & BARRETT
70.85	7231	NASH BRENDA LYNETTE	AB 2020 W S MOSS
81.06	7230	NASH EVA MAY	AB 2021 T NASH
69.87	6423	THORNTON MIKE & KAREN	AB 1393 J F HORD
174.63	6418	THORNTON MIKE & KAREN	AB 406 J MCPETERS
17.91	61015	BAR T LAND COMPANY LP TEXAS LTD	AB 1420 J M ROGERS
117.89	60141	NASH EVA MAY	AB 23 A & BARRETT
20.24	60140	NASH EVA MAY	AB 2020 W S MOSS
50.66	54361	HOLT STARLA L TEAGUE	AB 1392 A HENSON
115.45	50904	TEAGUE KEVIN & TERESA L	AB 1392 A HENSON
98.05	3792	PRICE THOMAS V & BETSY C	AB 406 J MCPETERS
0.99	7229	NASH BRENDA LYNETTE	AB 1420 J M ROGERS
160.32	7247	SHERIDAN LAND AND CATTLE LLC	AB 1092 J N GRANBURY
156.40	7246	SHERIDAN LAND AND CATTLE LLC	AB 1094 E GRANBURY
44.95	7245	SHERIDAN LAND AND CATTLE LLC	AB 2136 W D TOWNSEND
34.60	7242	SHERIDAN LAND AND CATTLE LLC	AB 1489 G W ROGERS
0.92	8870	SMITH MATT DEE	AB 495 R C RASH
18.74	8871	SMITH MATT DEE	AB 495 R C RASH
99.26	6429	SMITH MATT DEE	AB 1933 S TEFERTILLER
5.16	6425	SMITH MATT DEE	AB 1933 S TEFERTILLER
115.11	6424	SMITH MATT DEE	AB 1416 O F PACE
183.52	6420	SMITH MATT DEE	AB 495 R C RASH
1.93	59078	BARTON CHAPEL CEMETERY	AB 2079 J S TEAGUE
158.36	7430	OWEN VIRGINIA N	AB 548 R SEWELL
93.87	4123	WAMPLER JUDY KAY	AB 2079 J S TEAGUE
75.74	2878	TEAGUE PERRY	AB 2079 J S TEAGUE
163.90	7979	JABB ASSOCIATES INC	AB 180 J B DOSHER
216.71	60387	CLEMENT MARTHA CRAFT	AB 88 B S & F
163.91	2758	CLEMENT MARTHA CRAFT	AB 2254 J B DOSIER
92.89	1105	HALMAN LIVING TRUST	AB 1204 E R WILLIAMS
254.82	10073	WILLIAMS TRUST	AB 88 B S & F
23.51	10072	WILLIAMS TRUST	AB 2303 T L MCKINLEY
120.93	10071	WILLIAMS TRUST	AB 1750 G T HOBBS
1.99	10070	WILLIAMS TRUST	AB 485 P RYAN
155.09	10069	WILLIAMS TRUST	AB 206 B H EPPERSON
0.16	58904	PATTERSON RANDY L	AB 888 W M WOOD
31.83	5230	PRICE BETSY C	AB 468 WM PARMER
162.83	5228	PRICE BETSY C	AB 406 J MCPETERS
1.30	5231	PRICE BETSY C	AB 406 J MCPETERS
2.19	9045	FENTER RANDALL LEE	AB 601 GEORGE SOULE
126.84	5838	OWEN THOMAS C	AB 1075 P EATON
181.55	5837	OWEN THOMAS C	AB 548 R SEWELL
75.74	5834	OWEN THOMAS C	AB 1893 M D WENDERS
123.59	52604	SCHURG DAVID	AB 601 GEORGE SOULE
27.50	51664	HALMAN LIVING TRUST	AB 2303 T L MCKINLEY
18.04	51661	HALMAN LIVING TRUST	AB 601 GEORGE SOULE
55.19	51659	SCHURG DAVID	AB 87 B S & F
32.77	50837	WAMPLER JUDY KAY	AB 2247 J S TEAGUE
446.18	1100	COOPER NELDA NEAL	AB 87 B S & F
0.16	10042	WILLIAMS PAULA E	AB 601 GEORGE SOULE
2.45	10042	WILLIAMS PAULA E	AB 601 GEORGE SOULE
119.22	4124	GEER REVOCABLE LIVING TRUST	AB 2247 J S TEAGUE
57.32	9338	TEAGUE PERRY	AB 554 SFIW CO
80.03	9326	SMITH MATT DEE	AB 495 R C RASH
111.43	7924	RAY ROBERT L	AB 1463 A V GUINN
35.24	6422	RICHARDS LAND CO LTD	AB 1343 M D L WINDERS

Acreage	Property ID	Owner	Legal Desc
90.66	6415	BISHOP JOE O JR & TARYN	AB 341 E W KEITH
163.55	6414	BISHOP JOE O JR & TARYN	AB 340 J R KEITH
5.85	58139	HALMAN LIVING TRUST	AB 601 GEORGE SOULE
57.15	50773	TEAGUE PERRY	AB 554 SFIW CO
238.87	9327	MILLER FAMILY O & G TRUST	AB 495 R C RASH
6.55	4694	MCGUIRE BRETT E & CINDY G	AB 340 J R KEITH
2.29	6527	MATHIS MIKE & VADENE	AB 554 SFIW CO
154.71	9782	WELBORN LEWIS STEVEN AND JUDY	AB 421 MEP & PRR
117.70	9322	HUGHES JAMES	AB 554 SFIW CO
155.81	7723	BAR T LAND COMPANY LP TEXAS LTD	AB 901 J WAUGH
328.53	7719	BAR T LAND COMPANY LP TEXAS LTD	AB 393 A A MCWHORTER
31.19	6916	MILLER FAMILY O & G TRUST	AB 1343 M D L WINDERS
132.74	6491	BAR T LAND COMPANY LP TEXAS LTD	AB 468 WM PARMER
2.07	59167	HUGHES JAMES	AB 554 SFIW CO
0.10	51662	HALMAN LIVING TRUST	AB 761 T E & L CO
12.77	51348	MILLER FAMILY O & G TRUST	AB 943 M L DALTON
48.69	51347	MILLER FAMILY O & G TRUST	AB 1933 S TEFERTILLER
77.85	4696	MCGUIRE BRETT E & CINDY G	AB 495 R C RASH
51.84	4695	MCGUIRE BRETT E & CINDY G	AB 341 E W KEITH
57.02	1682	MILLER FAMILY O & G TRUST	AB 1416 O F PACE
4.80	10772	WRIGHT DORIS MELLY	AB 554 SFIW CO
72.69	10770	MATHIS MIKE & VADENE	AB 554 SFIW CO
4.89	11940	WELBORN LEWIS STEVEN AND JUDY	AB 421 MEP & PRR
18.07	51327	THORNTON MIKE & KAREN	AB 485 P RYAN
2.62	6448	THORNTON MIKE & KAREN	AB 485 P RYAN
1.04	51951	MARTIN ROBERT LEE & VIRGINIA	AB 129 B CARAKER
52.16	59608	HALMAN LIVING TRUST	AB 485 P RYAN
292.66	1104	REAGAN KATHRYN A	AB 485 P RYAN
177.65	6419	SMITH MATT DEE	AB 485 P RYAN
303.65	6413	SMITH MATT DEE	AB 129 B CARAKER
147.37	59609	COOPER NELDA NEAL	AB 485 P RYAN
29,310.57	Acres		

**Exhibit E**  
**Road Use Agreement**

**Exhibit F**  
**Lessor's Remediation Provisions Contained**