

**HOPKINS COUNTY
CHAPTER 381 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT**

This **CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between **HOPKINS COUNTY, TEXAS**, a Texas political subdivision (hereinafter referred to as "County"), and **PINE FOREST HYBRID I, LLC** a Delaware Limited Liability Company (hereinafter referred to as the "Developer"), for the purposes and considerations stated below:

WHEREAS, Developer intends to construct an energy storage facility (hereinafter referred to as the "Project") within the County and desires to participate in the economic development program established in this Agreement; and

WHEREAS, Developer agrees to make a capital investment of more than **One hundred fifty million and no/100 dollars (\$150,000,000.00)** towards the Project in the form of new business equipment, new business personal property, and new improvements to real property, not including inventory, in accordance with the terms of this Agreement; and

WHEREAS, Developer agrees to create two (2) new Full-Time Equivalent Employment Positions working on the Property during the Term of this Agreement; and

WHEREAS, the Developer desires to enter into this Agreement pursuant to Chapter 381 of the Texas Local Government Code (hereinafter referred to as "Chapter 381"); and

WHEREAS, the County desires to provide, pursuant to Chapter 381, an incentive to Developer to develop the Property as defined below; and

WHEREAS, the County has the authority under Chapter 381 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within Hopkins County, Texas; and

WHEREAS, the County determines that a grant of funds to Developer will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the County, and will further assist with economic development within the County; and

WHEREAS, the County has concluded and hereby finds that this Agreement clearly promotes economic development in Hopkins County, Texas, and, as such, meets the requisites under Chapter 381 of the Texas Local Government Code, and further is in the best interests of the County and Developer; and

WHEREAS, the County has concluded and hereby finds that this Agreement clearly promotes economic development in the Hopkins County, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development

and diversification of the economy of the state, by eliminating unemployment or underemployment in the state, and by the development or expansion of commerce within the state.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, and shall continue thereafter until **December 31, 2032**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Agreement.** The word "Agreement" means this Chapter 381 Economic Development Program and Agreement, authorized by Chapter 381 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (b) **City.** The word "City" means the City of Sulphur Springs, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 210 N. Davis Street, Sulphur Springs, Texas 75482.
- (c) **County.** The word "County" means Hopkins County, Texas, a political subdivision of the State of Texas, whose address for the purposes of this Agreement is 118 Church Street, Sulphur Springs, Texas 75482.
- (d) **Developer.** The word "Developer" means Pine Forest Hybrid I, LLC, its successors and assigns, whose address for the purposes of this Agreement is 146 Payne Street Dallas Texas 75207.
- (e) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer and the County.
- (f) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth in the section entitled "Events of Default" in this Agreement.
- (g) **Full-Time Equivalent Employment Position.** The words "Full-Time Equivalent