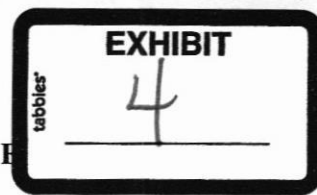


**AMENDED AND RESTATED HOPKINS COUNTY
CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT
May 8, 2023**



This **AMENDED AND RESTATED 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 **BT SOLTERRA SOLAR, LLC** a Delaware Limited Liability Company (hereinafter referred to as the "Developer"), amends and replaces in its entirety that certain **CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** by and between the County and the Developer effective as of January 10, 2022 for the purposes and considerations stated below:

WHEREAS, Developer intends to construct a solar farm (hereinafter referred to as the "Project") within the County and desires to participate in the economic development program established in this Agreement; and

WHEREAS, on July 6, 2022 Developer converted from a Texas Limited Liability Company to a Delaware Limited Liability Company; and

WHEREAS, Developer agrees to make a capital investment in the minimum amount of **One hundred million dollars (\$100,000,000.00)** and a target of **One hundred forty million dollars (\$140,000,000.00)** 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 one (1) 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, 2035**, 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 Amended and Restated 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 BT Solterra Solar, LLC, its successors and assigns, whose address for the purposes of this Agreement is c/o TP Alternative Capital LLC dba Theatine Partners, 15 East Putnam Avenue, Suite 406, Greenwich, CT 06830.
- (e) **Effective Date.** The words "Effective Date" mean January 10, 2022.
- (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 Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job requiring a minimum of Two Thousand and Eighty (2,080) hours of work (to include any paid vacation or paid time off) averaged over a twelve (12) month period.
- (h) **Nameplate Capacity.** Means the total or overall generating capacity of the Improvements on the property in megawatts AC.
- (i) **Payment in Lieu of Taxes or "Pilot".** Means a payment made by Developer to County as set forth in Section 4(g).
- (j) **Personalty.** The word "Personalty" means the taxable tangible personal property located on the Property in connection to the Project other than tangible personal property that was located on the Property at any time before the period covered by this Agreement, excluding inventory and supplies.
- (k) **Program Grant or Program Grant Payment.** The words "Program Grant" or "Program Grant Payment" mean the economic development grants paid by the County to Developer in accordance with this Agreement, computed with reference to County ad valorem taxes assessed and collected for the Property and Personalty located on the Property.
- (l) **Project.** The word "Project" means those expenditures consisting of the construction of a solar farm located on the Property. The Project is more particularly described in **Exhibit B** attached to and made part of this agreement.
- (m) **Property.** The word "Property" means the approximately 1,354 acre tract or tracts of land in Hopkins County, Texas, as generally described and/or depicted in **Exhibit A** of this Agreement, which is attached hereto and incorporated herein for all purposes, and generally located in the Saltillo area, Hopkins County, Texas. The Parties acknowledge and agree that the description of the Property contained in **Exhibit A** may be amended from time to time in the event that Developer contracts more tracts of land or ceases to either own, lease, or hold an option to lease any portion of the Property for solar energy development, such that **Exhibit A**, as amended from time to time will only reflect that portion of the Property which Developer owns, has leased, or holds option(s) to lease for the solar energy development. When from time to time the Property increases or decreases the Developer shall notify the County Commissioners Court. This notification shall include the impact on the Nameplate Capacity.
- (n) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.
- (o) **Lender.** The word "Lender" means any entity or person providing, directly or indirectly, with respect to the Project or any of (a) senior or subordinated construction, interim or long-term debt financing or refinancing whether that financing or refinancing takes the form of private debt, public debt or any other form of debt (including debt financing or refinancing), (b) a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure (c) tax equity financing, (d) any interest rate protection

protection agreements to hedge any of the foregoing obligations, and/or (e) any energy hedge provider. There may be more than one lender. Developer must send written notice to County with the name and notice information on any Lender.

SECTION 4. OBLIGATIONS OF DEVELOPER.

Developer covenants and agrees with County that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Project.** Developer covenants and agrees to make a capital investment in the minimum amount of **One hundred million dollars (\$100,000,000.00)** and a target of **One hundred forty million dollars (140,000,000.00)** for the Project in the form of improvements, new business personal property, new business equipment, but excluding inventory to be situated on the Property. Developer covenants and agrees to complete construction of the Project by **December 31, 2025**. Developer covenants and agrees to submit to the County invoices, receipts, or other documentation in a form acceptable to the County for expenditures made towards the Project in a minimum amount of **One hundred forty million dollars (140,000,000.00)** by **December 31, 2025**.
- (b) **Certificate of Completion for the Project.** Developer covenants and agrees to provide to the County a certificate of completion for the Project by **December 31, 2025**.
- (c) **Operate the Project.** Developer covenants and agrees during the Term of this Agreement to keep open the Project located on the Property.
- (d) **Job Creation and Retention.** Developer covenants and agrees by **December 31, 2025**, and through the Term of this Agreement to employ and retain a minimum of one (1) Full- Time Employment Positions working on the Property. Developer covenants and agrees beginning on **December 31, 2025**, and annually thereafter during the Term of this Agreement, Developer shall deliver to the County an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Employment Positions, and shall disclose and certify the average wage for all Full-Time Employment Positions (the "Annual Compliance Verification"). Developer covenants and agrees beginning on **December 31, 2025** and annually thereafter during the Term of this Agreement, there will be a total of ten (10) Annual Compliance Verifications due and submitted to the County covering the Full-Time Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports. In addition, Developer covenants and agrees beginning on **December 31, 2025**, and during the Term of this Agreement, Developer shall deliver to County an annual compliance verification signed by a duly authorized representative of Developer that shall certify the following:
 - 1) the taxable appraised value of the Property and Personalty located on the Property for the applicable tax year; as determined by the local property tax appraisal district and
 - 2) the ad valorem taxes paid to the County for the Property and Personalty located on the Property for the applicable tax year.

- (e) **Payment of Ad Valorem Taxes.** Beginning with tax year 2025 and for each year thereafter during the Term of this Agreement, Developer shall be obligated by January 31st following each tax year during the Term of this Agreement to ensure that all of the ad valorem taxes due for the previous year on the Personalty and Property be paid. Developer shall have the right to contest the appraised value of the Personalty and Property attached to the Project as provided by law. By exception to the above should Developer locate Personalty on the Property earlier than January 1st 2025 Developer shall be obligated to have all the ad valorem taxes due for any such tax year on the Personalty and Property be paid by January 31st after such tax year. Developer shall have the right to contest the appraised value of the Personalty and Property as provided by law.
- (f) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between Developer and the County.
- (g) **Pilot Payment.** For the tax years 2025 (or, if later, beginning with the tax year in which onsite construction of the Project has begun and at least 25% of the minimum investment has been made as of the appraisal applicable to such tax year), through the ninth tax year after the first tax year for which a Pilot Payment is due Developer agrees to pay an amount each year equal to \$880.00 multiplied by the greater of: (i) the overall Nameplate capacity located in the County and (ii) 140 Megawatt AC (each a Pilot Payment"). For tax year 2025, (or, if later, beginning with the tax year in which on-site construction of the Project has begun and at least 25% of the minimum investment has been made as of the appraisal date applicable to such tax year), Developer will pay an additional one-time amount (to be included with the payment of the Pilot Payment for tax year 2025 equal to the greater of \$440 multiplied by the greater of (i) the overall Nameplate Capacity located in the County and (ii) 140 Megawatt AC for road repairs and maintenance.

Each Pilot Payment described in this paragraph shall be due on January 31 of each calendar year following the calendar year for which the reimbursed ad valorem tax applies. ***By way of example***, if the overall nameplate capacity in the county was 143 Megawatts AC, and construction of an expected \$143,000,000 Project has begun and has reached an investment of \$36,000,000 as of the appraisal date of tax year 2025 (which is January 1, 2025) then the Pilot Payment for tax year 2025 shall be due and payable on January 31, 2026, and the ***example*** Pilot Payments set forth below would apply:

| Year | Annual Pilot Payment |
|-------------|-----------------------------|
| 2025 | \$188,760.00 |
| 2026 | \$125,840.00 |
| 2027 | \$125,840.00 |
| 2028 | \$125,840.00 |
| 2029 | \$125,840.00 |
| 2030 | \$125,840.00 |
| 2031 | \$125,840.00 |
| 2032 | \$125,840.00 |
| 2033 | \$125,840.00 |
| 2034 | \$125,840.00 |

SECTION 5 OBLIGATIONS OF COUNTY

County covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Program Grant Payment.**

- (f) Ad Valorem Taxes. During the Term of this Agreement, should Developer fail to maintain the following: (1) a Certificate of completion as required by Section 4(b) of this Agreement; and (2) the minimum Full-Time Employment Positions working at the Property as required by Section 4(d) of this Agreement, then the County shall have no obligation to make a Program Grant Payment to Developer for the applicable tax year. The failure of Developer to satisfy the above-mentioned requirements for any tax year during the Term of this Agreement shall not prevent Developer from receiving a Program Grant Payment in future tax years consistent with this Agreement.

In the event, during the Term of this Agreement, Developer satisfies the requirements contained in Section 4(b) and 4(d) of this Agreement, and the initial investment by Developer for the Property and Personalty located on the Property and the tax value of Personalty relocated to the Property by Developer is at least a combined **One hundred million dollars (100,000,000)** by the date specified in Section 4(a) above, beginning with tax year 2025 (or beginning with the tax year in which on-site construction of the Project has begun and at least 25% of the minimum investment has been made as of the appraisal date applicable to such tax year; whichever is later), and for each tax year thereafter during the Term of this Agreement as set out in the table below, the County shall make a Program Grant Payment to Developer based upon the following percentages of County ad valorem taxes:

| Tax Year | Percentage of County Ad Valorem Taxes Reimbursed |
|-----------------|---|
| Tax Year 1 | 100% |
| Tax Year 2 | 100% |
| Tax Year 3 | 100% |
| Tax Year 4 | 100% |
| Tax Year 5 | 100% |
| Tax Year 6 | 100% |
| Tax Year 7 | 100% |
| Tax Year 8 | 100% |
| Tax Year 9 | 100% |
| Tax Year 10 | 100% |

Notwithstanding the foregoing, the County shall have no obligation to pay Developer any Program Grant Payment until receipt of the Annual Compliance Verification required pursuant to Section 4(d) of this Agreement. The County covenants and agrees to provide

each respective Program Grant Payment to Developer within thirty (30) days following receipt of the latter of: (1) ad valorem taxes paid to the County for the Property and Personalty for the tax year to which the respective Program Grant Payment corresponds; and (2) the Annual Compliance Verification.

- (b) **Performance.** County agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and County.

SECTION 6. CESSATION OF ADVANCES.

If County has made any commitment to make any advance of financial assistance to Developer, whether under this Agreement or under any other agreement, the County shall have no obligation to advance or disburse any financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs (iii) fails to timely make a Pilot payment.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or the County to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or County to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and County is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the County by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the County to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from County and/or Hopkins County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

Failure of either party to comply with or perform any term, obligation or condition of this Agreement shall constitute an Event of Default. The non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to begin to cure

said default. If the default cannot reasonably be cured within a thirty (30) day period, and the defaulting party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the non-defaulting party shall extend the period in which the default must be cured for an additional thirty (30) days. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the aggregate total of all financial assistance provided by the County to Developer pursuant to Section 5 of this Agreement, shall become immediately due and payable by Developer to the County. The repayment of such financial assistance, by the Developer to the County, shall be sole remedy for default of Developer hereunder.

SECTION 9. INDEMNIFICATION.

Developer shall indemnify, save, and hold harmless County, its directors, officers, agents, attorneys, and employees (collectively, the "Indemnitees") from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnitee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of County's financial assistance by Developer or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority regarding this agreement directly or indirectly related, to a claim, demand, action or cause of action in which County is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of County or Developer to enter into this Agreement and related issues; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys' fees and disbursements) that any Indemnitee suffers or incurs as a result of any of the foregoing; provided, however, that Developer shall have no obligation under this Section to County with respect to any of the foregoing arising out of the gross negligence or willful misconduct of County or the breach by County of this Agreement. If any claim, demand, action or cause of action is asserted against any Indemnitee, such Indemnitee shall promptly notify Developer, but the failure to so promptly notify Developer shall not affect Developer's obligations under this Section unless such failure materially prejudices Developer's right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Developer in writing, as so long as no Default or Event of Default shall have occurred and be continuing, such Indemnitee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Developer to participate in such contest. Any Indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Developer may be liable for payment of indemnity hereunder shall give Developer written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Developer's concurrence thereto.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hopkins County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Hopkins County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party. Consent shall not be unreasonably withheld, conditioned or delayed.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. County warrants and represents that the individual executing this Agreement on behalf of County has full authority to execute this Agreement and bind County to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Filing in Deed Records.** This Agreement shall be filed in the deed records of Hopkins County, Texas. The provisions of this Agreement shall be deemed to run with the land and shall be binding on heirs, successors and assigns of Developer.
- (h) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Developer:

BT Solterra Solar LLC
 c/o TP Alternative Capital LLC
 dba Theatine Partners
 15 East Putnam Avenue, Suite 406
 Greenwich, CT 06830

With a copy to:
 Crayhill Capital Management LP
 34 E. 51st Street, 15th Floor
 New York, NY 10022
 Attention: Shweta Kapadia

Developer may provide alternative notice instructions by written notice to the County.

if to County: Hopkins County, Texas
118 Church Street
Sulphur Springs, Texas 75482
Attn: Robert Newsom, County Judge
Telephone: (903) 438-4006

- (i) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (j) **Program Requirements.** This agreement is entered into by the parties consistent with the Hopkins County Texas Chapter 381 Tax Rebate Program requirements. To the extent this Agreement modifies any requirement or procedure set forth in the Program, the program is deemed amended for purpose of this agreement only.
- (k) **Sovereign Immunity.** No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (l) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (m) **Undocumented Workers.** Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2246 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the interest rate of Three percent (3%) per annum, not later than the 120th day after the date the County notifies Developer of the violation of Chapter 2234 of the Texas Government Code.
- (n) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Developer verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (o) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S.B. 252, 85th Leg., R.S. (2017), and as amended by HB 794, 86th Leg. R.S. (2019) the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 803.051, 807.051, or 2252.153 of the Texas Government Code.
- (p) **Right to Terminate.** On or before December 31, 2022, Developer may elect to terminate this

Agreement for any reason by notifying the County in writing ("**Termination Notice**"). In the event of such termination, this Agreement shall terminate as of the date specified in the Termination Notice; provided such date of termination shall be no later than December 31, 2022 and if Developer has received any economic benefit from the County under this Agreement, Developer will immediately refund such benefit to the County.

- (q) **Other Provisions.** (i) If Developer default remains uncured after all applicable notice and cure periods, the County shall be entitled to cancel the Agreement and recover the economic benefit provided to Developer under this Agreement through the cancellation date, as more specifically set forth in the last two sentences of Section 8 above. Developer agrees to pay such amounts within sixty (60) days after the cancellation of this Agreement. (ii) Developer shall provide access to and authorize the inspection of the Project by the County for the purpose of ensuring that the improvements or repairs thereto are made according to the specifications and conditions of this Agreement. After completion of the Project, the County shall, upon not less than twenty-four (24) hours of notice to Developer, have the continuing right of access to ensure that the premises are thereafter maintained and operated in accordance with this Agreement, during the term of this Agreement. The County agrees that (i) such inspections shall be during normal business hours (8 AM to 5 PM, Monday through Friday), and (ii) Developer shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections, and (iii) the County will not interfere with Developer's operations during any such inspections. (iv) Developer's and its successors' and assigns' use of the Property will be limited to the use described in this Agreement (and ancillary uses) during the Term.

Consent to Assignment.

Pursuant to Section 10(c) and notwithstanding anything to the contrary herein, the County hereby consents to the assignment of the membership interests of Developer or all or substantially all of Developer's assets; provided that any assignee of all or substantially all of Developer's assets shall expressly assume Developer's obligations pursuant to this Agreement as amended hereby.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

DEVELOPER:

BT Solterra Solar, LLC
A Delaware Limited Liability Corporation

By: [Signature]

Name: Richard J Shinder

Title: Authorized Signatory

Date Signed: 5/5/23

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

§
§ GREENWICH
§

This instrument was acknowledged before me on the 5th day of MAY, 2023, by RICHARD J. SHINDER of the BT Solterra Solar LLC, on behalf of said company.

[Signature]
Notary Public, State of CONNECTICUT

Lynna DeJanzis
Notary Public-Connecticut
My Commission Expires
November 30, 2024

COUNTY:

HOPKINS COUNTY, TEXAS

A Texas political subdivision

By: *Robert Newsom*
Robert Newsom, County Judge

Date Signed: 5-8-2023

ATTEST:

Tracy Smith by Courtney Winston
Tracy Smith, County Clerk



STATE OF Texas
COUNTY OF Hopkins

§
§
§

This instrument was acknowledged before me on the 8th day of May, 2023, by Robert Newsom, County Judge of Hopkins County, Texas, a Texas political subdivision, on behalf of said political subdivision.

Donna L. Goins
Notary Public, State of Texas

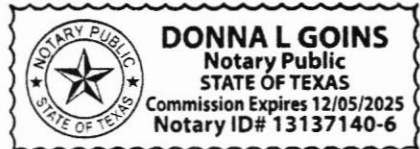


Exhibit A
Property Description

| PID | Acreage | Ownership | Survey/Abstract |
|--------|---------|---------------------------------------|---|
| R28485 | 71.1 | Chip Tully | Tract: 2-01, Abst: 383, Survey: GRIFFITH A H |
| R1026 | 100.0 | Delbert Tully Jr. | ABS: 1015 & 966, TR: 3-01, SUR: VEAL P E |
| R21748 | 50.0 | Delbert & Laura Tully | ABS: 966, TR: 3, SUR: TANKERSLEY RICHARD |
| R21751 | 19.0 | Delbert (Chip) Tully Jr. | ABS: 966, TR: 5-02, SUR: TANKERSLEY RICHARD |
| R22145 | 21.0 | Delbert (Chip) Tully Jr. | ABS: 1015, TR: 3, SUR: VEAL P E |
| R14237 | 366.43 | Los Senderos Cattle and Ranch Company | Tract: 2, Abst: 383 445 1001 1015, SUR: GRIFFITH A H |
| R12124 | 43.75 | Los Senderos Cattle and Ranch Company | ABS: 162, TR: 2-04, SUR: CRABTREE HAYNES |
| R13145 | 35.0 | Los Senderos Cattle and Ranch Company | ABS: 287, TR: 2-03, SUR: DODSON JOHN F |
| R13146 | 5.0 | Los Senderos Cattle and Ranch Company | ABS: 287, TR: 2-04, SUR: DODSON JOHN F |
| R13143 | 35.0 | Los Senderos Cattle and Ranch Company | ABS: 287, TR: 2-01, SUR: DODSON JOHN F |
| R13144 | 5.0 | Los Senderos Cattle and Ranch Company | ABS: 287, TR: 2-02, SUR: DODSON JOHN F |
| R16032 | 156.0 | Los Senderos Cattle and Ranch Company | ABS: 545, TR: 1, SUR: KNIGHT W A |
| R13142 | 80.0 | Los Senderos Cattle and Ranch Company | ABS: 287, TR: 1, SUR: DODSON JOHN F |
| R15175 | 160.0 | Los Senderos Cattle and Ranch Company | ABS: 477, TR: 1, SUR: HELMS J M |
| R9811 | 284.11 | Los Senderos Cattle and Ranch Company | ABS: 24, TR: 1, SUR: AMERSON JOSIAH |

Map of Property



Exhibit B

Description of the Project

It is contemplated that the project will include but is not limited to the following components:

- Solar Modules and Panels
- Inverter Boxes
- Meteorological Equipment
- Operation and Maintenance Building
- Electrical Substations
- Associated Towers
- Storage Systems
- Racking and Mounting Structures
- Combiner Boxes
- Foundations
- Roadways, Paving and Fencing
- Generation Transmission Tie Line
- Interconnection Facilities
- Power Conditioning Equipment