

THE STATE OF TEXAS)
)
COUNTY OF LAMAR)

MODIFICATION TO TAX ABATEMENT AGREEMENT

This Modification ("the MODIFICATION") to a tax abatement agreement ("the AGREEMENT") dated April 17, 2018 is entered into by and between **LAMAR COUNTY, TEXAS**, a governmental entity, situated in the City of Paris, Lamar County, Texas, acting by and through its duly elected County Commissioners and County Judge, whose signatures appear below (hereinafter called "COUNTY"), and **G.S.E. TWELVE, LLC**, a Texas Limited Liability Company, acting by and through its authorized officer whose signature appears below (hereinafter referred to as "OWNER").

WITNESSETH:

WHEREAS, heretofore, on December 11, 2018, the COUNTY and OWNER entered into the Tax Abatement Agreement attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein related to OWNER's installation of a "solar farm" to be located in Lamar County, Texas; and

WHEREAS, the term of said AGREEMENT expires on December 31, 2029; and

WHEREAS, said AGREEMENT relates to PROPERTY owned or leased by OWNER within Lamar County, Texas, which PROPERTY is located within a Reinvestment Zone as designated by the COUNTY and as set forth in the AGREEMENT;

WHEREAS, the Texas Tax Code Sec. 312.208 and tax abatement guidelines in effect in 2018 and on the date of the execution of this MODIFICATION (a copy of which tax abatement guidelines effective December 11, 2018 are attached hereto as **Exhibit 2** and incorporated herein by reference) allow for modifications of a tax abatement agreement during the term of said agreement; and

WHEREAS, OWNER has determined to modify the parameters of the solar farm to be installed on OWNER's PROPERTY and therefore, OWNER has requested certain modifications to the AGREEMENT relating to the scope and description of the PROPERTY to be included within the AGREEMENT; and

WHEREAS, the COUNTY has agreed to said modifications of the AGREEMENT because said modifications are consistent with encouraging development of said Reinvestment Zone in accordance with the purposes for which it was created and are in compliance with the COUNTY'S policy on tax abatements and the resolution creating such Reinvestment Zone adopted by the COUNTY and the resolution creating an addition Reinvestment Zone adopted by the COUNTY to include the property to be included within the modified agreement and all applicable laws and otherwise serve a public purpose in encouraging the development of greenfield property in the COUNTY;

NOW, THEREFORE,

The COUNTY and OWNER hereto do mutually contract and agree to modify the AGREEMENT as follows:

A. Section II, "Area to be Improved" and Exhibit B of the AGREEMENT are hereby amended to include the additional property described on the attached Exhibit 3 in addition to the property described in Exhibit B of the original AGREEMENT.

B. OWNER further agrees that as part of the COUNTY'S material consideration for entering in to this MODIFICATION that OWNER shall reimburse COUNTY for all of COUNTY'S attorney fees incurred in connection with this MODIFICATION.

C. All other terms in the original AGREEMENT dated December, 2018 remain unaltered by this MODIFICATION and remain in full force in effect as if fully set forth herein.


WITNESS our hands this 2nd day of April, 2019.

LAMAR COUNTY, TEXAS

By:


Brandon Bell, Lamar County Judge

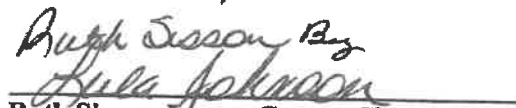

Lawrence Malone, Commissioner, Pct. 1


Lonnie Layton, Commissioner, Pct. 2



Ronnie Bass, Commissioner, Pct. 3


Kevin Anderson, Commissioner, Pct. 4

ATTEST:


Ruth Sisson, Lamar County Clerk

GSE TWELVE, LLC.
A Texas limited liability company

By: 

Kevin Smith (Name)

Chief Executive Officer (Title)

LIST OF EXHIBITS TO THIS MODIFICATION:

- Exhibit 1:** Tax Abatement Agreement dated December 11, 2018
- Exhibit 2:** COUNTY'S Guidelines and Criteria for Tax Abatements
- Exhibit 3:** Additional PROPERTY added by this modification

EXHIBIT 1

Tax Abatement Agreement dated December 11, 2018

THE STATE OF TEXAS)
)
COUNTY OF LAMAR)

TAX ABATEMENT AGREEMENT

This AGREEMENT (herein so called) is entered into by and between LAMAR COUNTY, TEXAS, a political subdivision of the State of Texas, whose County seat is situated in the City of Paris, Lamar County, Texas, acting by and through its duly elected County Commissioners and County Judge, whose signatures appear below (hereinafter called "COUNTY"), and G.S.E. TWELVE, LLC, a Texas limited liability company ("OWNER").

WITNESSETH:

WHEREAS, OWNER is the lessee of the land described herein (the "PROPERTY") pursuant to an agreement for lease with the owner thereof; and

WHEREAS, OWNER shall own or lease the solar power production equipment to be installed on the PROPERTY located solely within Lamar County, Texas and described on the attached exhibit (collectively referred to as the "IMPROVEMENTS") with respect to which taxes will be abated under this AGREEMENT, and OWNER shall be responsible for paying the ad valorem property taxes assessed against the IMPROVEMENTS and OWNER or the owner of the PROPERTY shall be responsible for paying the ad valorem property taxes assessed against the PROPERTY in accordance with the terms of the agreement between such parties; and

WHEREAS, on this date, the Lamar County Commissioners Court approved a Resolution reaffirming the County's election to be eligible to participate in Tax Abatement Agreements in order to maintain and enhance the commercial and industrial economic and employment base of Lamar County for the long term interest and benefit of the County and its citizens; and

WHEREAS, through a resolution previously adopted by the Lamar County Commissioners Court, Lamar County, Texas December 11, 2018, the County has approved and adopted guidelines and criteria for commercial and industrial Tax Abatement in the County as required by the Property Redevelopment and Tax Abatement Act, Chapter 312, Texas Tax Code ("the Act"); and

WHEREAS, pursuant to Section 312.401 of the Act, the COUNTY has designated the PROPERTY as a reinvestment zone within which local ad valorem property taxes may be abated (the "Reinvestment Zone"), which Reinvestment Zone is described in the order of the COUNTY designating such Reinvestment Zone attached here to as Exhibit A; and

WHEREAS, the County finds that the contemplated uses of the IMPROVEMENTS situated on the PROPERTY are consistent with encouraging development of said REINVESTMENT ZONE in accordance with the purposes for which it was created and are in

compliance with the COUNTY's guidelines and criteria on tax abatement incentives and all applicable laws; and

NOW, THEREFORE,

The Parties hereto do mutually contract and agree as follows:

**I.
Term**

1.1 The effective date of this AGREEMENT is the 11th day of December, 2018 with tax abatement being effective from and after January 1, 2020, and terminating on December 31, 2029 (an abatement period of ten (10) years (the "ABATEMENT PERIOD")). Said ABATEMENT PERIOD will terminate on December 31, 2029 regardless of when OWNER completes the IMPROVEMENTS described in Sections II and III hereinbelow or otherwise becomes eligible to receive the abatement set forth herein, which may result in the number of years in which tax is abated being fewer than ten (10) years.

**II.
Area to be Improved**

2.1 The IMPROVEMENTS consist of a new solar power production equipment to be installed upon the PROPERTY by OWNER. The IMPROVEMENTS shall be located upon and within the PROPERTY described in Exhibit B, attached hereto and made a part hereof for all purposes.

**III.
Improvements**

3.1 The IMPROVEMENTS are being made to enable the OWNER to create a "solar farm" which will generate electricity from a solar energy generating system (the "Project") with nameplate capacity of at least one hundred seventy-five (175) megawatts (dc) and up to two hundred fifty (250) megawatts (dc).

All such IMPROVEMENTS will be described in the COUNTY'S Certificate of Completion in the form attached hereto as Exhibit C to be prepared after the completion and installation of such IMPROVEMENTS, which COUNTY agrees to provide to OWNER within thirty (30) days after OWNER delivers the sworn report required in Section 11.1. The description shall be furnished by OWNER to COUNTY in OWNER'S sworn report described in Section 11.1, below and attached to COUNTY'S Certificate of Completion. The description shall also be filed with the Chief Appraiser of the Lamar County Appraisal District. OWNER agrees that the IMPROVEMENTS described herein shall be completed as follows:

Construction of all IMPROVEMENTS shall be completed by December 31, 2020;

provided, that OWNER shall have such additional time to complete the IMPROVEMENTS as may be required in the event of "force majeure" if OWNER is diligently and faithfully pursuing completion of the installation of the IMPROVEMENTS. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, governmental or de facto governmental action, unless caused by acts or omissions of OWNER, fires, explosions, accidents, floods, and labor disputes or strikes. The date of completion of the IMPROVEMENTS shall be reflected in the Certificate of Completion issued by the COUNTY, referred to above.

**IV.
Consideration
(Improvements)**

4.1 The OWNER agrees and covenants that it will diligently and faithfully, in a good and workmanlike manner, pursue the completion of the IMPROVEMENTS. As a good and valuable consideration for this AGREEMENT, OWNER further covenants and agrees that all construction of the IMPROVEMENTS will be in accordance with all applicable state and local laws, codes and regulations or OWNER will procure a valid waiver thereof. In further consideration, OWNER shall thereafter, from the date a Certificate of Completion is issued, or that the IMPROVEMENTS are completed as agreed, until the expiration of this AGREEMENT, continuously operate and maintain the PROPERTY, including the IMPROVEMENTS, in the conduct of its normal course of business, subject to force majeure.

**V.
Consideration
(Jobs and Expenditures)**

5.1 OWNER represents that it shall employ approximately three hundred fifty (350) to four hundred (400) persons with full-time equivalent jobs during the construction of the IMPROVEMENTS and that it shall expend in the aggregate approximately \$200,000,000 to \$240,000,000 for the IMPROVEMENTS to be installed in Lamar County, Texas. OWNER further represents that it shall employ up to five (5) full-time equivalent employees to work at the PROPERTY once the IMPROVEMENTS are completed.

5.2 OWNER further agrees that as part of the COUNTY'S material consideration for entering in to this AGREEMENT that OWNER shall reimburse COUNTY for all of COUNTY'S attorney fees incurred in connection with this AGREEMENT not to exceed \$5,000.00

VI. Default

6.1 If (a) the IMPROVEMENTS for which an abatement has been granted are not completed in accordance with this AGREEMENT; or (b) OWNER allows its ad valorem taxes owed the COUNTY to become delinquent and fails to timely and properly follow the legal procedures for protest or contest of any such ad valorem taxes; (c) OWNER fails to timely make the required annual Payment in Lieu of Taxes (PILOT) described herein or (d) OWNER breaches any of the other material terms, provisions or conditions of this AGREEMENT, then OWNER shall be in default. If OWNER defaults in its performance of either (a), (b), (c) or (d) above, then the COUNTY shall give the OWNER written notice of such default and if the OWNER has not cured such default within ninety (90) days of said written notice, this AGREEMENT may be modified (upon mutual agreement of OWNER and COUNTY) or terminated by the COUNTY.

For sake of clarity, any Financing Party (defined below) of OWNER shall have the right to cure any default during the same cure periods provided OWNER under this Agreement. "Financing Party" means any entity or person providing, directly or indirectly, with respect to the IMPROVEMENTS or Project any of (a) senior or subordinated construction, interim or long-term debt financing or refinancing, whether that financing or refinancing takes the form of private debt, public debt, or any other form of debt (including debt financing or refinancing), (b) a leasing transaction, including a sale leaseback, inverted lease, or leveraged lease structure, (c) tax equity financing, (d) any interest rate protection agreement to hedge any of the foregoing obligations, and/or (e) any energy hedge transaction. There may be more than one Financing Party.

Notice shall be in accordance with Section 13.3. As liquidated damages in the event of default, and in accordance with the requirements of Section 312.205(a)(4) of the Tax Code of the State of Texas, all taxes which otherwise would have been paid to the COUNTY without the benefit of abatement, together with interest to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, with all penalties permitted by the Property Redevelopment and Tax Abatement Act and the Tax Code of the State of Texas, shall be recaptured, less all payments made to the COUNTY under this Agreement, and such amount will become a debt to the COUNTY and shall be due, owing and paid to the COUNTY within sixty (60) days of the expiration of the above-mentioned applicable cure period as the sole remedy of the COUNTY, subject to any and all lawful offsets, settlements, deductions, or credits to which OWNER may be entitled. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

VII. Real and Personal Property Tax Abatement

7.1 Subject to the terms and conditions of this AGREEMENT, and subject to the rights and holders of any outstanding bonds of the COUNTY, appraised value for property tax purposes of the IMPROVEMENTS eligible for abatement under Chapter 312 of the Texas Tax Code within the Reinvestment Zone is hereby, and shall be, abated and exempted from taxation during the

ABATEMENT PERIOD. OWNER shall make a minimum annual Payment in Lieu of Taxes (PILOT) to the COUNTY during the ABATEMENT PERIOD set forth in this AGREEMENT. Said PILOT shall be in an amount equal to the amounts set forth in Section 7.1(a) below and shall be due and payable on January 31 of each and every year during the ABATEMENT PERIOD. OWNER shall be obligated to timely make the PILOT regardless of when or whether the contemplated improvements are completed. The ABATEMENT PERIOD which is the subject of this AGREEMENT shall begin on January 1, 2020 and shall end on December 31, 2029 as set forth hereinabove in Section I.

7.1(a) PILOT Rates During Abatement Period

<u>Year</u>	<u>Payment Amount</u>
2020	\$181,250.00
2021	\$181,250.00
2022	\$181,250.00
2023	\$181,250.00
2024	\$181,250.00
2025	\$193,750.00
2026	\$193,750.00
2027	\$193,750.00
2028	\$193,750.00
2029	\$193,750.00

7.1(b) PILOT payment for actual installed capacity above 250 megawatts. The above PILOT rates are calculated on the estimated final installed capacity of the IMPROVEMENTS of 250 megawatts DC. The rate per megawatt (\$/MW) for the first five years of the ABATEMENT PERIOD is \$725/MW and the rate for the remaining five years is \$775/MW. If the final installed megawatt capacity is greater than 250 megawatts, OWNER will pay a PILOT rate of \$725/MW for the actual installed capacity for the first five years and \$775/MW for the actual installed capacity for the remaining five years. In no event shall OWNER pay less than the rates as set forth in Section 7.1(a) above.

7.2 The abatement granted herein shall be subject to and governed by the COUNTY's Guidelines and Criteria for Tax Abatement, a copy of which is attached hereto as Exhibit D. OWNER shall comply with the requirements of Exhibit D in the performance of this AGREEMENT, save and except that, in the event of a conflict between the requirements of Exhibit D and this AGREEMENT, this AGREEMENT shall control.

VIII.

No Conflict of Interest

8.1 The OWNER represents and warrants that neither the PROPERTY nor the IMPROVEMENTS include any real or personal property that is owned or leased by a member of the Commissioners Court of Lamar County, Texas, nor the County Judge of Lamar County, Texas, nor any other governmental official approving, or having responsibility for the approval of, this AGREEMENT.

IX.
Conditions

9.1 The terms and conditions of this AGREEMENT are binding upon the parties hereto and their successors and assigns.

9.2 It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the COUNTY assumes no responsibility or liability in connection therewith to third parties; and OWNER agrees to indemnify and hold harmless the COUNTY therefrom. It is further understood and agreed among the parties that the COUNTY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and, to the extent permissible by law, the COUNTY agrees to indemnify and hold harmless the OWNER therefrom.

X.
Compliance Provisions

10.1 **County's Right of Access to Records:** The OWNER agrees that the COUNTY, its agents and employees, shall have the reasonable right of access to records concerning the OWNER'S investment in the IMPROVEMENTS for the purpose of conducting an audit of the project improvements and project costs. Any such audit shall be made only after giving the OWNER written notice at least fourteen (14) days in advance and will be conducted in such a manner as to not unreasonably interfere with the operation of the facility. Upon request, the OWNER will provide the COUNTY with a detailed Asset Report containing an itemized list of assets placed into service from the date of execution of this AGREEMENT to December 31, 2018, and annually thereafter. The Asset Report will provide the date on which the asset was capitalized, the acquisition amount, and the accumulated depreciation amount. At the COUNTY'S request, the OWNER will provide actual invoices to support the amounts shown on the Asset Report.

10.2 **County's Rights of Access to PROPERTY:** The OWNER further agrees that the COUNTY, its agents and employees, shall have reasonable right of access to the PROPERTY to inspect the IMPROVEMENTS in order to insure that the construction of the IMPROVEMENTS is in accordance with this AGREEMENT and all applicable state and local laws and regulations or valid waiver thereof. After completion of the IMPROVEMENTS, the COUNTY shall have the continuing right to inspect the PROPERTY to insure that it is thereafter maintained and operated in accordance with this AGREEMENT during the term of the AGREEMENT. All inspections will be made only after giving the OWNER written notice at least seventy-two (72) hours in advance, and such inspections shall be conducted in such a manner so as not to interfere with the operation of the facility. Representatives of the COUNTY inspecting the PROPERTY and improvements shall be accompanied by one (1) or more representatives of the OWNER and shall sign an agreement promising to maintain the confidentiality of any information they obtain in connection therewith except for the purposes of assessing and collecting ad valorem taxes and verifying or enforcing compliance with this AGREEMENT. Said representative shall also be required to observe any facility rule and regulation applicable to the PROPERTY, including applicable safety and security rules. Nothing

herein shall be construed as limiting the COUNTY's ability to perform inspections including but not limited to health and safety inspections or to enter the PROPERTY which is the subject of this AGREEMENT.

XI.

Initial and Annual Reporting

11.1 The OWNER further agrees that it will, within thirty (30) days of completion of the IMPROVEMENTS, provide the COUNTY with a ~~sworn~~ report, written on OWNER'S letterhead and signed by a designated representative of OWNER, which contains the following information:

- (a) A copy of the printout from the Lamar County Appraisal District showing the market value of the PROPERTY prior to the construction of the IMPROVEMENTS;
- (b) Detailed description of the IMPROVEMENTS;
- (c) A detailed description of any miscellaneous items and the actual cost of such added items;
- (d) A copy of or identification of plans and specifications of constructed improvements and the location of the same for inspection by COUNTY'S certification team;
- (e) A detailed list of and the actual cost of added equipment;
- (f) The actual cost of capital IMPROVEMENTS; and,
- (g) The date of substantial completion of the IMPROVEMENTS as defined in Section 3.1 hereof.

11.2 The OWNER further agrees that it will certify to COUNTY annually, in writing, that it is in compliance with each applicable term of this AGREEMENT by providing a written statement of compliance to the County Judge. Such annual report shall be furnished on the forms provided by the County and shall verify that the IMPROVEMENTS the subject of this AGREEMENT remain on the PROPERTY and remain in operation. OWNER shall submit said annual reports by February 1st of each year during the term of this AGREEMENT.

11.3 Intentionally omitted.

11.4 The reporting requirements and deadlines therefor set forth herein are an integral and material part of this AGREEMENT, and OWNER acknowledges that failure to timely submit any report or sworn statement required herein is a breach and default of this AGREEMENT as set forth hereinabove. OWNER further agrees to timely submit said reports and/or sworn statements without prompting by the COUNTY, subject to the provisions of Section 6.1 with respect to notice of default and cure rights.

11.5 Owner shall submit the initial and annual compliance reports required to be made in this section via certified mail, return receipt requested, to:

Lamar County Judge
County Courthouse
119 N. Main Street
Paris, TX 75460

XII.

Authority to Contract

12.1. This AGREEMENT was authorized by the Lamar County Commissioners' Court at its regularly scheduled meeting on the 11th day of December, 2018, authorizing the County Commissioners and the County Judge to execute the AGREEMENT on behalf of the COUNTY.

12.2 This AGREEMENT was entered into by OWNER pursuant to the authority granted to the authorized official whose signature appears below.

12.3. This AGREEMENT shall constitute a valid and binding agreement between the COUNTY and OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

12.4 COUNTY agrees that the County Judge shall, and is hereby delegated authority on behalf of the COUNTY to, execute an acknowledgment and confirmation upon request from OWNER from time to time ratifying this Agreement on behalf of the COUNTY, in the form originally approved, executed and delivered by the COUNTY, and confirming on behalf of the COUNTY that this Agreement has been authorized and approved by the COUNTY in accordance with applicable law, is valid and binding, remains in full force and effect in accordance with its terms and, to the County Judge's knowledge, no default then exists (or if any default then exists, describing in reasonable detail such default), with the same force and effect as if the same was approved by the County Commissioners and County Judge at a regular meeting of the Commissioners Court.

XIII.

Legal

13.1 No officer, official or agent of the COUNTY has the power to amend, modify or alter this AGREEMENT or waive any of its conditions or to bind the COUNTY by making any promise or representation not contained herein.

13.2 This AGREEMENT, except by operation of law and as otherwise provided below, shall not be assigned or transferred by OWNER without the prior written consent of COUNTY, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, OWNER shall have the right without the consent of the COUNTY to:

(a) assign this AGREEMENT to an affiliate of OWNER, which for purposes hereof shall mean any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with G.S.E. Twelve, LLC (or such other OWNER). Control of an entity means (i) the ownership, directly or indirectly, of more than fifty percent (50%) of the voting rights in such entity or (ii) the right to direct the management or operation of such entity, whether by ownership (directly or indirectly) of equity interests, by contract or otherwise; and

(b) collaterally assign its interest in this AGREEMENT to any Financing Party, including an assignment upon a foreclosure or conveyance in lieu thereof, and no Financing Party or its assignee shall be required to assume or have any obligation or liability under this Agreement unless, and only then from and after the date, it acquires ownership of the Project.

13.3 Any written notice required or permitted under the terms of this AGREEMENT (other than the reports required to be submitted under Section XI hereinabove) shall be given and be deemed to have been duly served if either (1) delivered in person, or (2) deposited certified mail, return receipt requested, postage prepaid in the United States mail, addressed to the designated representative of the respective parties which are designated as follows:

OWNER:
G.S.E. Twelve, LLC
15601 Dallas Parkway, Suite 900
Addison, TX 75001

COUNTY:
Lamar County Judge
County Courthouse
119 N. Main Street
Paris, TX 75460

13.4 If any term or provision of this AGREEMENT shall be declared unconstitutional or void by any court of competent jurisdiction, the constitutionality and validity of the remainder of said AGREEMENT shall not be affected thereby, and to this end the terms and provisions of this AGREEMENT are declared to be severable.

13.5 This AGREEMENT sets forth the entire understanding between the parties, and any other understandings or agreements shall be canceled and superseded by this AGREEMENT upon the date of execution hereof. None of the terms of this AGREEMENT shall be waived, discharged, altered or modified in any respect, except by an Agreement in writing signed by both parties and specifically referring to this AGREEMENT. The captions in this AGREEMENT are included for convenience only and shall not be taken into consideration in any construction or interpretation of this AGREEMENT or any of its provisions. This AGREEMENT is performable in Lamar County, Texas, and shall be governed by, construed and enforced in accordance with the laws of the State of Texas. The provisions of this AGREEMENT shall apply

to, bind and inure to the benefit of the COUNTY, OWNER, and their respective successors, and permitted assigns, if any.

13.6 Venue for any actions arising under this AGREEMENT shall lie exclusively in the courts of Lamar County, Texas, for any State Court action, and in the U.S. District Court for the Eastern District of Texas for any federal court action.

WITNESS our hands this 11th day of December, 2018.

LAMAR COUNTY, TEXAS

By: _____

M. C. Superville, Lamar County Judge

Lawrence Malone, Commissioner, Pct. 1

Lonnie Layton, Commissioner, Pct. 2

Ronnie Bass, Commissioner, Pct. 3

Keith Mitchell, Commissioner, Pct. 4

ATTEST:

Ruth Sisson, Lamar County Clerk



OWNER

G.S.E. TWELVE, LLC.
A Texas limited liability company

By: _____

Louise H. Wilson (Name)

Authorized Representative (Title)

LIST OF EXHIBITS TO THIS AGREEMENT:

Δ = 2018 Order Designating Property a Reinvestment Zone which includes OWNER'S PROPERTY

Β = Legal Description of the PROPERTY

Ϛ = COUNTY'S Certificate of Completion

Δ = COUNTY'S Guidelines and Criteria for Tax Abatements

EXHIBIT

A

ORDER NO. 2018-02

AN ORDER DESIGNATING A CERTAIN AREA IN LAMAR COUNTY AS "TAX ABATEMENT REINVESTMENT ZONE NUMBER 2018-02, LAMAR COUNTY, TEXAS"; PROVIDING THE EFFECTIVE AND EXPIRATION DATES FOR THE ZONE AND A MECHANISM FOR RENEWAL OF THE ZONE; AND CONTAINING OTHER MATTERS RELATED TO THE ZONE.

WHEREAS, Lamar County, Texas (the "County") has elected to be eligible to participate in tax abatement and has established guidelines and criteria governing tax abatement agreements entered into between the County and various third parties, as authorized by and in accordance with the Property Redevelopment and Tax Abatement Act, codified in Chapter 312 of the Texas Tax Code (the "Code"); and

WHEREAS, the Lamar County Commissioners' Court desires to promote the development of the area in the County more specifically described in Exhibit "A" of this Order (the "Zone") through the creation of a reinvestment zone for purposes of granting a tax abatement, as authorized by and in accordance with Chapter 312 of the Code; and

WHEREAS, GSE Twelve, LLC ("Company") wishes to expend or cause to be expended approximately \$240,000,000.00 in construction and installation of real property improvements for the creation of a solar farm generating approximately 250 megawatts of electricity per year to be located in the Zone, and Company intends to affix real property improvements to property located within the Zone (collectively, the "Improvements"); and

WHEREAS, Company has applied for real and business personal property tax abatements from the County in return for the installation of the Improvements in the Zone and compliance with certain other employment and spending commitments that will

contribute to the retention or expansion of primary employment or would attract major investment in the zone that would be a benefit to the property in the Zone and would contribute to the economic development in the Zone and the County in general; and

WHEREAS, on December 11, 2018 the Lamar County Commissioners' Court held a public hearing regarding the creation of the Zone, received information concerning the Improvements proposed for the Zone and afforded a reasonable opportunity for all interested persons to speak and present evidence for or against the creation of the Zone ("Public Hearing"), as required by Section 312.201(d) of the Code; and

WHEREAS, notice of the Public Hearing was published in a newspaper of general circulation in the County on December 3, 2018, which satisfies the requirement of Section 312.201(d)(1) of the Code that publication of the notice occur not later than the seventh day before the date of the public hearing; and

WHEREAS, in accordance with Sections 312.201(d)(2) and (e), of the Code notice of the Public Hearing was delivered in writing not later than the seventh day before the date of the public hearing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed Zone;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF LAMAR COUNTY, TEXAS:

Section 1.

FINDINGS.

That after reviewing all information before it regarding the establishment of the Zone and after conducting the Public Hearing and affording a reasonable opportunity for all interested persons to speak and present evidence for or against the creation of the Zone, the Commissioners' Court hereby makes the following findings of fact:

- 1.1. The statements and facts set forth in the recitals of this Order are true and correct. Therefore, the County has met the notice and procedural requirements established by the Code for creation of a reinvestment zone under Chapter 312 of the Code.
- 1.2. The Improvements proposed for the Zone, as more specifically outlined in the Public Hearing, are feasible and practical and, once completed will benefit the land included in the Zone as well as the County for a period of ten (10) years, which is the statutory maximum term of any tax abatement agreement entered into under the Chapter 312 of the Code.
- 1.3. As a result of designation as a reinvestment zone, the area within the Zone is reasonably likely to contribute to the expansion of primary employment and to attract major investment in the Zone that will be a benefit to property in the Zone and will contribute to the economic development of the County.

Section 2.

DESIGNATION OF ZONE.

That the Commissioners' Court hereby designates the Zone described in the boundary description attached hereto as Exhibit "A" and made a part of this Order for all purposes as a reinvestment zone for purposes of granting a tax abatement, as authorized by and in accordance with Chapter 312 of the Code. This Zone shall be known as "Tax Abatement Reinvestment Zone Number 2018-02, Lamar County, Texas." This project is eligible for tax abatement pursuant to Section VII of the County's Criteria and Guidelines for Tax Abatement.

Section 3.

TERM OF ZONE.

That the Zone shall take effect upon the effective date of this Order and expire ten (10) years thereafter.

Section 4.

SEVERABILITY.


That if any portion, section or part of a section of this Order is subsequently declared invalid, inoperative or void for any reason by a court of competent jurisdiction, the remaining portions, sections or parts of sections of this Order shall be and remain in full force and effect and shall not in any way be impaired or affected by such decision, opinion or judgment.

Section 5.

IMMEDIATE EFFECT.

That this Order shall take effect upon its passage and adoption.

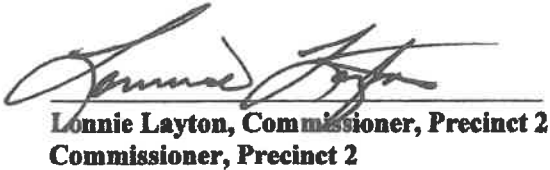
PASSED, ADOPTED, and ORDERED the 11th day of December, 2018.



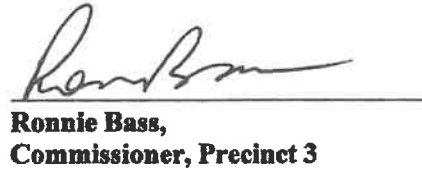
**M.C. Superville, Jr.,
Lamar County Judge**



**Lawrence Malone,
Commissioner Precinct 1**



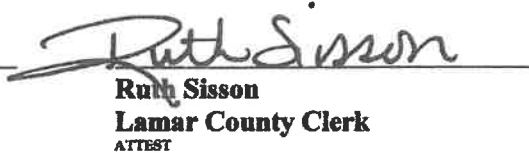
**Lonnie Layton, Commissioner, Precinct 2
Commissioner, Precinct 2**



**Ronnie Bass,
Commissioner, Precinct 3**



**Keith Mitchell,
Commissioner, Precinct 4**



**Ruth Sisson
Lamar County Clerk
ATTEST**

ORDER NO. 2019-01

AN ORDER DESIGNATING A CERTAIN AREA IN LAMAR COUNTY AS "TAX ABATEMENT REINVESTMENT ZONE NUMBER 2019-01, LAMAR COUNTY, TEXAS"; PROVIDING THE EFFECTIVE AND EXPIRATION DATES FOR THE ZONE AND A MECHANISM FOR RENEWAL OF THE ZONE; AND CONTAINING OTHER MATTERS RELATED TO THE ZONE.

WHEREAS, Lamar County, Texas (the "**County**") has elected to be eligible to participate in tax abatement and has established guidelines and criteria governing tax abatement agreements entered into between the County and various third parties, as authorized by and in accordance with the Property Redevelopment and Tax Abatement Act, codified in Chapter 312 of the Texas Tax Code (the "**Code**"); and

WHEREAS, the Lamar County Commissioners' Court desires to promote the development of the area in the County more specifically described in **Exhibit "A"** of this Order (the "**Zone**") through the creation of a reinvestment zone for purposes of granting a tax abatement, as authorized by and in accordance with Chapter 312 of the Code; and

WHEREAS, GSE Twelve, LLC ("**Company**") wishes to expend or cause to be expended approximately \$200,000,000.00 to \$240,000,000.00 in construction and installation of real property improvements for the creation of a solar farm generating approximately 175 to 250 megawatts of electricity per year to be located in the Zone, and Company intends to affix real property improvements to property located within the Zone (collectively, the "**Improvements**"); and

WHEREAS, Company has applied for real and business personal property tax abatements from the County in return for the installation of the Improvements in the Zone and compliance with certain other employment and spending commitments that will

contribute to the retention or expansion of primary employment or would attract major investment in the zone that would be a benefit to the property in the Zone and would contribute to the economic development in the Zone and the County in general; and

WHEREAS, on April 2, 2019 the Lamar County Commissioners' Court held a public hearing regarding the creation of the Zone, received information concerning the Improvements proposed for the Zone and afforded a reasonable opportunity for all interested persons to speak and present evidence for or against the creation of the Zone (**"Public Hearing"**), as required by Section 312.201(d) of the Code; and

WHEREAS, notice of the Public Hearing was published in a newspaper of general circulation in the County on March 17, 2019, which satisfies the requirement of Section 312.201(d)(1) of the Code that publication of the notice occur not later than the seventh day before the date of the public hearing; and

WHEREAS, in accordance with Sections 312.201(d)(2) and (e), of the Code notice of the Public Hearing was delivered in writing not later than the seventh day before the date of the public hearing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed Zone;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS'
COURT OF LAMAR COUNTY, TEXAS:**

Section 1.

FINDINGS.

That after reviewing all information before it regarding the establishment of the Zone and after conducting the Public Hearing and affording a reasonable opportunity for all interested persons to speak and present evidence for or against the creation of the Zone, the Commissioners' Court hereby makes the following findings of fact:

- 1.1.** The statements and facts set forth in the recitals of this Order are true and correct. Therefore, the County has met the notice and procedural requirements established by the Code for creation of a reinvestment zone under Chapter 312 of the Code.
- 1.2.** The Improvements proposed for the Zone, as more specifically outlined in the Public Hearing, are feasible and practical and, once completed will benefit the land included in the Zone as well as the County for a period of ten (10) years, which is the statutory maximum term of any tax abatement agreement entered into under the Chapter 312 of the Code.
- 1.3.** As a result of designation as a reinvestment zone, the area within the Zone is reasonably likely to contribute to the expansion of primary employment and to attract major investment in the Zone that will be a benefit to property in the Zone and will contribute to the economic development of the County.

Section 2.

DESIGNATION OF ZONE.

That the Commissioners' Court hereby designates the Zone described in the boundary description attached hereto as **Exhibit "A"** and made a part of this Order for all purposes as a reinvestment zone for purposes of granting a tax abatement, as authorized by and in accordance with Chapter 312 of the Code. This Zone shall be known as "Tax Abatement Reinvestment Zone Number 2019-01, Lamar County, Texas." This project is eligible for tax abatement pursuant to Section VII of the County's Criteria and Guidelines for Tax Abatement.

Section 3.

TERM OF ZONE.

That the Zone shall take effect upon the effective date of this Order and expire ten (10) years thereafter.

Section 4.

SEVERABILITY.

That if any portion, section or part of a section of this Order is subsequently declared invalid, inoperative or void for any reason by a court of competent jurisdiction, the remaining portions, sections or parts of sections of this Order shall be and remain in full force and effect and shall not in any way be impaired or affected by such decision, opinion or judgment.

Section 5.

IMMEDIATE EFFECT.

That this Order shall take effect upon its passage and adoption.

PASSED, ADOPTED, and ORDERED the 2nd day of April, 2019.



Brandon Bell,
Lamar County Judge



Lawrence Malone,
Commissioner Precinct 1



Lonnie Layton, Commissioner, Precinct 2
Commissioner, Precinct 2



Ronnie Bass,
Commissioner, Precinct 3



Kevin Anderson,
Commissioner, Precinct 4



Ruth Sisson
Lamar County Clerk
ATTEST

EXHIBIT "A"

DESCRIPTION OF ZONE

DESCRIPTION OF THE ZONE:

**CERTAIN PROPERTY LOCATED IN SOUTHEAST LAMAR COUNTY, TEXAS;
SPECIFICALLY: A TRACT OF LAND COMPOSED OF APPROXIMATELY 33.5
ACRES MORE PARTICULARLY DESCRIPED AS BEING A TRACT OF LAND
SITUATED IN THE S.T. WOODARD HEADRIGHT SURVEY, SAID TRACT
BEING A PORTION OF A TRACT OR TRACTS OF LAND CONVEYED TO DON
WAYLAN NORRELL, ET AL, VIA PROBATE IN CAUSE NO. 13262, LAMAR
COUNTY COURT AND IDENTIFIED AS LAMAR COUNTY APPRAISAL
DISTRICT PROPERTY ID NO. 42697.**

Parcel ID	Size (approximate acreage)	Owner	Property Address	Property Coordinates
41033	104.55	Daisy, Devlin	Co RD 16140 Deport, TX 75435	33°27'31.96"N 95°22'25.66"W
41035	44.9	Daisy, Devlin	Co RD 16120 Deport, TX 75435	33°27'20.03"N 95°22'10.53"W
41030	40.0	Daisy, Devlin	Co RD 16140 Deport, TX 75435	33°27'29.99"N 95°22'12.78"W
41034	27.5	Daisy, Devlin	Co RD 16120 Deport, TX 75435	33°27'44.20"N 95°22'09.06"W
41032	45.0	Daisy, Devlin	Co RD 16140 Deport, TX 75435	33°27'29.14"N 95°22'03.31"W
41031	44.0	Devlin, Daisy	Co RD 16140 Deport, TX 75435	33°27'30.68"N 95°21'52.54"W
42680	27.5	Norrell, Don	Co RD 16140 Deport, TX 75435	33°27'32.54"N 95°21'42.42"W
42705	160.0	Norrell, Waylon	Co RD 16300 Deport, TX 75435	33°27'02.53"N 95°21'37.22"W
42682	131.5	Norrell, Don	Co RD 16300 Deport, TX 75435	33°26'56.59"N 95°21'15.19"W
42692	22.8	Norrell, Don	Co RD 16300 Deport, TX 75435	33°27'10.38"N 95°21'20.08"W
42686	370.07	Norrell, Don	FM 1503 Deport, TX 75435	33°27'40.67"N 95°22'57.17"W
42698	21.5	Norrell, Don	7543 FR 1503 Deport, TX 75435	33°28'03.69"N 95°23'13.52"W
108145	26.0	Pleasant Hill Land Investments LP	FM 1503 Deport, TX 75435	33°28'00.00"N 95°22'11.11"W

41039	22.0	Pleasant Hill Land Investments LP	Co RD 16120 Deport, TX 75435	33°27'56.91"N 95°22'00.48"W
41966	5.7	Pleasant Hill Land Investments LP	FM 1503 Deport, TX 75435	33°27'45.39"N 95°21'58.20"W
41967	72.0	Pleasant Hill Land Investments LP	Co RD 16100 & FM 1503 Deport TX, 75435	33°27'52.37"N 95°21'48.93"W
43737	45.0	Taylor, Leslie F. & Paula S.	Co RD 16200 & FM 1503 Deport TX, 75435	33°28'12.11"N 95°22'10.04"W
43736	212.0	Taylor, Leslie F. & Paula S.	Co RD 16200 Deport TX, 75435	33°28'34.02"N 95°22'11.07"W
41011	170.83	Taylor, Leslie F.	Co RD 16200 Deport TX, 75435	33°28'56.20"N 95°22'13.05"W
42821	62.491	Taylor, Leslie F.	Co RD 16200 Deport, TX 75435	33°28'47.95"N 95°21'39.04"W
42669	50.0	Taylor, Leslie F.	Co RD 16100 Deport, TX 75435	33°28'32.45"N 95°21'43.64"W
41036	108.25	Pleasant Hill Land Investments LP	FM 1503 Deport, TX 75435	33°27'54.88" N 95°22'25.61" W
42697	33.5	Norrell, Don	Co RD 16100 Deport, TX 75435	33°27'30.40" N 95°21'21.57" W

G.S.E. Twelve

Parcel Added to the Final Reinvestment Zone

Legend

- Parcel 42697
- Reinvestment Zone

Final Reinvestment Zone
(red outline & shaded area)

Parcel 42697 Added to
Reinvestment Zone
(yellow outline)

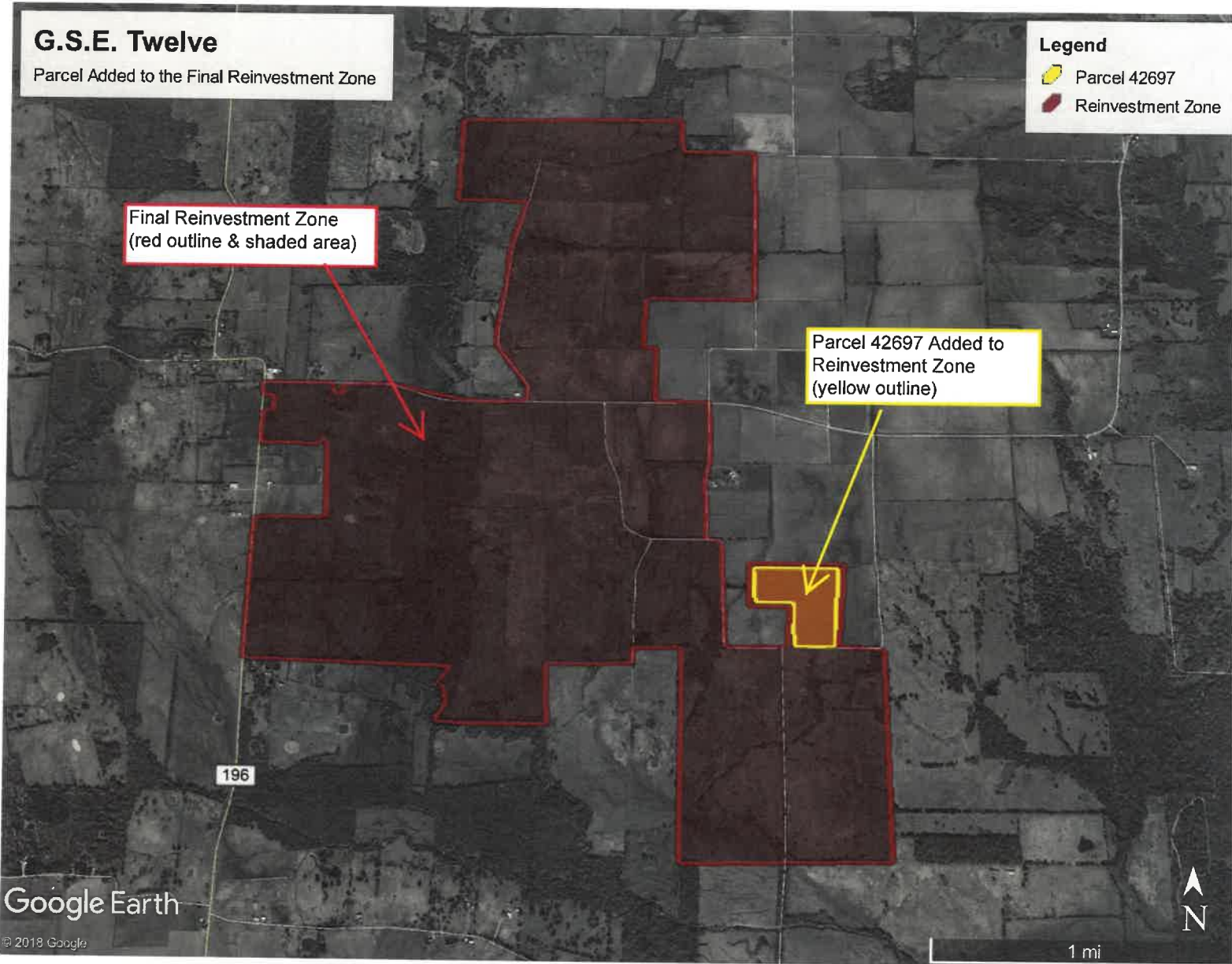
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G.S.E. Twelve

Parcels that comprise the Final Reinvestment Zone

Legend

- Parcel #108145
- Parcel #41011
- Parcel #41030
- Parcel #41031
- Parcel #41032
- Parcel #41033
- Parcel #41034
- Parcel #41035
- Parcel #41036
- Parcel #41039
- Parcel #41966
- Parcel #41967
- Parcel #42669
- Parcel #42680
- Parcel #42682
- Parcel #42686
- Parcel #42692
- Parcel #42697
- Parcel #42698
- Parcel #42705
- Parcel #42821
- Parcel #43736
- Parcel #43737

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