

Tax Abatement Agreement between Lamar County, Texas and Samson Solar Energy III LLC

State of Texas

County of Lamar

This Tax Abatement Agreement (the “**Agreement**”) is made and entered into by and between Lamar County, Texas (the “**County**”), acting through its duly elected officers, and Samson Solar Energy III LLC, a Delaware limited liability company, owner of Eligible Property (as hereinafter defined) to be located on real property located in the Reinvestment Zone described in this Agreement. This Agreement shall become effective upon final signature by both parties (which date shall be the “**Effective Date**”) and shall remain in effect until fulfillment of the obligations described in Paragraph IV(D), unless terminated earlier as provided herein.

I. Authorization

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

II. Definitions

As used in this Agreement, the following terms shall have the meaning set forth below:

- A. “Abatement” means the full or partial exemption from ad valorem taxes on property in a Reinvestment Zone as provided herein.
- B. “Abatement Period” means the ten-year period described in Paragraph IV(B)(1) of this Agreement during which the Abatement will apply.
- C. “Base Year” means the Calendar Year in which the Effective Date occurs.
- D. “Calendar Year” means each year beginning on January 1 and ending on December 31.
- E. “Certificate” means a letter, provided by the Owner (as defined below) to the County that certifies that the Project has achieved Commercial Operations, outlines the Improvements included in the Project (including those that are still under construction), and states the overall Nameplate Capacity of the Project. Upon receipt of a Certificate, the County may inspect the Site within the Reinvestment Zone in accordance with the terms of this Agreement in order to verify that the Improvements are as certified in such Certificate. If the Certificate indicates that certain ancillary facilities not required for Commercial Operations are still under construction on the date that the Certificate is delivered, Owner will deliver an amended Certificate to the County within thirty (30) days after all Project construction is complete.

- F. "Certified Appraised Value," means the appraised value, for property tax purposes, of Owner's Eligible Property (including the Improvements) within the Reinvestment Zone as certified by the Lamar County Appraisal District ("County Appraisal District") for each tax year.
- G. "COD" means the date that the Project commences Commercial Operations.
- H. "Commercial Operations" means that the Project has become commercially operational and placed into service for the purpose of generating electricity for sale on one or more commercial markets.
- I. "Default Notice" means a written notice delivered by one party to the other under Paragraph VII(A) of this Agreement. Default Notices must be delivered in accordance with the requirements of Paragraph X of this Agreement.
- J. "Eligible Property" means property eligible for Abatement under the Guidelines and Criteria, including: new, expanded, or modernized buildings and structures; fixed machinery and equipment; site improvements; office space; other related fixed improvements; other tangible items necessary to the operation and administration of a project or facility; and all other real and tangible personal property permitted to receive tax abatement by Chapter 312 of the Texas Tax Code and the Guidelines and Criteria. Taxes on Eligible Property may be abated only to the extent the property's value for a given year exceeds its value for the Base Year. Tangible personal property located in the Reinvestment Zone at any time before the date the Agreement is signed is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.
- K. "Force Majeure" includes events not reasonably within the control of the party whose performance is sought to be excused thereby, including the following causes and events: acts of God and the public enemy, strikes, lockouts or other industrial disturbances, inability to obtain material or equipment or labor due to an event that meets the definition of a Force Majeure, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water washouts, inclement weather, arrests and restraint of rulers and people, interruptions by government or court orders, present or future orders of any regulatory body, civil disturbances, explosions, breakage or accident to machinery or lines, freezing of lines any laws, rules, orders, acts or restraint of government or governmental body or court, or the partial or entire failure of fuel supply or any other event that is beyond the reasonable control of the party claiming Force Majeure.
- L. "Guidelines and Criteria" means the *Guidelines and Criteria for Granting Tax Abatement*, adopted by the Lamar County Commissioners Court on December 11, 2018 (the "Guidelines and Criteria"), a copy of which is attached hereto as Attachment B to this Agreement.
- M. "Improvements" means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure, or fixture erected on or affixed to the land.

- N. "Lender" 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 leasing structure, (c) tax equity financing, (d) any interest rate protection agreements to hedge any of the foregoing obligations, and/or (e) any energy hedge provider. There may be more than one Lender. Owner, at its election, may send written notice to the County with the name and notice information for any Lender.
- O. "Local Outreach Plan" means the plan attached to this Agreement as Attachment C.
- P. "Nameplate Capacity" means the total or overall generating capacity of the Improvements on the Site.
- Q. "Notice of Abatement Commencement" has the meaning assigned in Paragraph IV(B)(6) of this Agreement.
- R. "Notices" means all notices, demands, or other communications of any type given shall be given in accordance with this Section, including Default Notices.
- S. "Owner" means Samson Solar Energy III LLC, the entity that owns the Eligible Property for which the Abatement is being granted, and any assignee or successor-in-interest of such party. An "Affiliate" of an Owner means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Owner. For purposes of this definition, "control" of an entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise.
- T. "Payment In Lieu of Taxes" or "PILOT" means a payment made by Owner to the County described in Paragraph IV(F) of this Agreement.
- U. "Reinvestment Zone" means the reinvestment zone, as that term is defined in Chapter 312 of the Texas Tax Code, created by Lamar County by that certain Resolution Adopting and Designating a Reinvestment Zone in the Jurisdiction of Lamar County, Texas, adopted and approved by the Lamar County Commissioners' Court on April 30, 2019, a copy of which resolution is attached as Attachment A to this Agreement.
- V. "Site" means the portion of the Reinvestment Zone leased by Owner and on which Owner makes the Improvements and installs and constructs the Eligible Property for which the Abatement is granted hereunder. The site is described on Attachment C to this Agreement.
- W. "Term" means the period commencing on the Effective Date of this Agreement and ending on December 31 of the twentieth Calendar Year after the commencement of the Abatement Period.

III. Improvements in Reinvestment Zone

Owner anticipates making the following Improvements on the Site:

- A. Owner anticipates constructing Improvements on the Site consisting of a photovoltaic solar powered electricity generation facility (the "Project"). The Project is anticipated to consist of solar equipment located in the Reinvestment Zone with a total Nameplate Capacity for the Project of approximately 250 megawatts (ac). The total Nameplate Capacity will vary depending on the type of solar equipment used and the size of the facility. The Project is expected to have an overall minimum investment in the County of \$200,000,000.00. The Certified Appraised Value will depend upon annual appraisals by the County Appraisal District.
- B. The Improvements will also include any other property in the Reinvestment Zone owned or leased by Owner meeting the definition of "Eligible Property" that is used to produce electricity and perform other functions related to the production, distribution, and transmission of electrical power, or that is otherwise related to the production of electricity.
- C. Owner anticipates that the Project will achieve Commercial Operations by no later than December 31, 2022; if the Project has not achieved Commercial Operations on or before December 31, 2024, then Owner's rights under this Agreement shall expire.

IV. Term and Portion of Tax Abatement; Taxability of Property

- A. The County and Owner specifically agree and acknowledge that Owner's property in the Reinvestment Zone shall be taxable in the following ways before, during, and after the Term of this Agreement:
 - 1. Property not eligible for Abatement, if any, shall be fully taxable at all times;
 - 2. The Certified Appraised Value of property existing in the Reinvestment Zone prior to execution of this Agreement shall be fully taxable at all times;
 - 3. Prior to commencement of the Abatement Period, the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zone shall be fully taxable at all times;
 - 4. During the Abatement Period, all categories of county property taxes on the Certified Appraised Value of the Eligible Property shall be abated for the periods and in the amounts as provided for by Paragraph IV(B) below; and
 - 5. After expiration of the Abatement Period, 100% the Certified Appraised Value of real and personal property owned by Owner located in the

Reinvestment Zone shall be fully taxable at all times, including during the remainder of the Term.

- B. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of all categories of county property taxes assessed on the Eligible Property in the Reinvestment Zone as follows:
1. Beginning on the earlier of (a) January 1 of the first Calendar Year after the COD or (b) January 1 of the Calendar Year identified in a Notice of Abatement Commencement (as defined below) delivered by Owner (with such Calendar Year being "Year 1" of the Abatement Period) and ending upon the conclusion of ten full Calendar Years thereafter (which 10-year period shall constitute the Abatement Period), the Abatement percentage shall be: 100%.
 2. The foregoing percentage of property taxes on the Certified Appraised Value of all Improvements described in the Certificate (and actually in place in the Reinvestment Zone) shall be abated for the entire Abatement Period.
 3. The foregoing percentage of property taxes on the Certified Appraised Value of any and all otherwise taxable Eligible Property owned by Owner and located in the Reinvestment Zone shall be abated for the entire Abatement Period.
 4. The Base Year value for the proposed Improvements is agreed to be zero.
 5. Owner shall provide the Certificate to the County and to the County Appraisal District within sixty (60) days after the COD. 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 construction is complete. If they meet the definition of "Eligible Property," such ancillary facilities, once completed, shall become part of the Improvements eligible for the Abatement under this Agreement.
 6. If Owner, at its sole election, desires that the Abatement Period begin prior to January 1 of the of the first Calendar Year after the COD, then Owner may deliver a notice to the County and County Appraisal District stating such desire (such notice being referred to herein as a "Notice of Abatement Commencement"). 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, ____"; the year stated in the Notice of Abatement Commencement shall be the first year of the Abatement Period, and the Abatement Period shall extend for 10 years beyond such date. Owner shall only be permitted to deliver a Notice of Abatement Commencement if it anticipates achieving COD during the next Calendar Year. Owner shall still

be required to deliver the Certificate on or before the date required in the preceding paragraph.

7. Notwithstanding any statement or implication in this Agreement to the contrary, the parties agree that the Abatement granted in this Agreement shall in no event extend beyond 10 years.
- C. All or a portion of the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that no such exemptions shall apply to the Improvements.
- D. Owner agrees that the Improvements, once constructed, will remain in place for at least the remainder of the Term; provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to that date so long as such replacement does not result in a material reduction of the Certified Appraised Value of the Improvements. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(D), THE SOLE REMEDY OF THE COUNTY, AND OWNER'S SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE COUNTY THE FULL AMOUNT OF ACTUAL TAXES ABATED AT ANY TIME UNDER THIS AGREEMENT ON THE REMOVED IMPROVEMENTS, LESS ANY PAYMENTS IN LIEU OF TAXES MADE AT ANY TIME TO THE COUNTY FOR THE REMOVED IMPROVEMENTS. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(D), 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.
- E. During the Abatement Period, County shall request that the County Appraisal District annually determine both (i) the Certified Appraised Value of the Eligible Property owned by Owner in the Reinvestment Zone and (ii) the taxable value (taking into account the terms of the Abatement in this Agreement) of the Eligible Property owned by Owner in the Reinvestment Zone. The County Appraisal District shall record both the Certified Appraised Value and the abated taxable value of the Eligible Property in the County appraisal records (which taxable value shall be zero for each of the years during the Abatement Period). The Certified Appraised Value listed in the County 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.
- F. If the Improvements are constructed and the COD is achieved, Owner agrees to make an annual PILOT to the County in the amounts set forth below:
 - (1) For Calendar Years one (1) through five (5) of the Abatement Period, a PILOT in the amount of \$725 multiplied by the greater of: (i) of overall Nameplate Capacity located in the County and described in the Certificate and (ii) 250 megawatts; and

- (2) For Calendar Years six (6) through ten (10) of the Abatement Period, a PILOT in the amount of \$775 multiplied by the greater of: (i) of overall Nameplate Capacity located in the County and described in the Certificate and (ii) 250 megawatts.

Each PILOT described in this Paragraph IV(F) shall be due on January 31 of the Calendar Year following the Calendar Year for which the Abatement applies. By way of illustration, if Year 1 of the Abatement Period is 2022, then the PILOT owed shall be due and payable on January 31, 2023. There shall be a total of ten (10) PILOTs under this Agreement.

G. Owner further agrees that as part of County's material consideration for entering in to this Agreement that Owner shall reimburse County up to \$2500.00 for County's attorney fees incurred in connection with the preparation of this Agreement and ancillary documents.

V. Representations

The County and Owner make the following respective representations:

- A. Owner represents and agrees that (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Improvements to be placed on the Site; (ii) construction of the proposed 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 Site 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, and (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.
- B. 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 and Criteria 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 and the Site 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 Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

VI. Access to and Inspection of Property by County Employees

- A. Owner shall allow the County's employees access to the Site for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner twenty-four (24) hours' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.
- B. Owner shall, on or before May 1 of each Calendar Year after COD certify annually to the County its compliance with this Agreement by providing a written statement of compliance to the County Judge.

VII. Default, Remedies and Limitation of Liability

- A. No party may terminate this Agreement unless (i) such party provides a written Default Notice to the other party specifying a material default in the performance of a material covenant or obligation under this Agreement and (ii) such failure is not (x) excused by the occurrence an event of Force Majeure or (y) cured by the other party within sixty (60) days after the delivery of the Default Notice, or if such failure cannot be cured within such sixty (60)-day period, the other party shall have such additional time, up to 365 days, to cure such default as is reasonably necessary as long as such party has commenced remedial action to cure such failure and continues to diligently and timely pursue the completion of such remedial action before the expiration of the maximum 365-day cure period. Notwithstanding the preceding portions of this paragraph, if any default arises from a violation of law resulting from a change in law or a change in the interpretation or enforcement of law by a governmental entity, then such default shall not give rise to the termination of this Agreement so long as the defaulting party acts in accordance with a commercially reasonable plan of action to minimize the effect of such default prepared by the defaulting party and delivered to the other party. If Owner believes that any alleged termination is improper, Owner may file suit in the proper court challenging such termination. OWNER'S SOLE REMEDY WILL BE REINSTATEMENT OF THIS AGREEMENT AND SPECIFIC PERFORMANCE BY THE COUNTY, PLUS RECOVERY OF ATTORNEYS' FEES AND COURT COSTS IF PERMITTED BY LAW. In the event of default which remains uncured after all applicable notice and cure periods, the County may pursue the remedies provided for in Paragraph VII(D) and (E) below or the preceding Paragraph IV(D), as applicable.
- B. The County shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of Force Majeure. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as

possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty business days after the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all reasonable actions within its power to remove the basis for nonperformance (including securing alternative supply sources) and after doing so shall resume performance as soon as possible. The settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected party, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or differences by acceding to the demands of the opposing party in such strike, lockout or difference when such course is inadvisable in the reasonably exercised discretion of the affected party.

- C. The County shall notify Owner and any Lender (but only if the County has been provided with the name and notice information of the Lender) of any default by delivery of a Default Notice in the manner prescribed herein. The Default Notice shall specify the basis for the declaration of default, and Owner shall have the periods of time specified in Paragraph VII(A) above to cure any default. If Owner provides notice to the County of the existence of a Lender under Paragraph IX(E) and includes the Lender's contact information, then the County shall be required to deliver a copy of any Default Notice to the Lender at the same time that it delivers the Default Notice to Owner. Such Lender shall have the right to cure any Owner default on Owner's behalf and shall be entitled to the same cure periods provided for Owner under this Agreement.
- D. As required by section 312.205 of the Texas Tax Code, if an Owner default remains uncured after all applicable notice and cure periods, the County shall be entitled to cancel the Agreement and recover the property tax revenue abated under this Agreement through the cancellation date, less any and all PILOTs made by Owner to County under this Agreement. Owner agrees to pay such amounts within sixty (60) days after the cancellation of this Agreement.
- E. LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE) AND RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH VII(D) OF THIS AGREEMENT OR PARAGRAPH IV(D) OF THIS AGREEMENT (BUT LESS ANY AND ALL PILOTS MADE BY OWNER PRIOR TO CANCELLATION), 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 TAKE ANY 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 PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS

AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

- F. Any Default Notice delivered to Owner and any Lender under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN CANCELLATION OF THE TAX ABATEMENT AGREEMENT AND, IF PERMITTED, RECAPTURE OF TAXES ABATED PURSUANT TO THE AGREEMENT.

VIII. Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute, or regulation of the County or the State of Texas.

IX. Assignment of Agreement

- A. The rights and responsibilities of Owner hereunder may be assigned, in whole or in part, to an Affiliate of Owner without obtaining the County's prior consent. Owner shall provide a notice and copy of such final assignment to the County.
- B. The rights and responsibilities of Owner hereunder may be assigned, in whole or in part, to a party that is not an Affiliate of Owner only after obtaining the County's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment by Owner to a non-Affiliate under this paragraph without first obtaining the consent of the County shall be a default under this Agreement subject to the notice provisions, cure provisions, remedies, and other terms and conditions of Article VII above. Owner shall give forty-five (45) days' written notice of any such intended assignment to a non-Affiliate to the County, and the County shall respond with its consent or refusal within thirty-five (35) days after receipt of Owner's notice of assignment. If the County responds to Owner's notice of assignment with a refusal, the parties agree to work together in good faith to resolve the County's objections to the assignment.
- C. Owner's assignment of the Agreement shall be final only after the execution of a formal assignment document between Owner and the assignee and the delivery of notice of the execution of such assignment agreement to the County. Neither Owner's notice of an intended assignment nor the County's formal consent to an intended assignment

shall constitute an assignment of the Agreement, and Owner's request for a consent to assignment shall not obligate owner to assign the Agreement.

- D. No assignment under Article IX shall be allowed if (a) the County has declared a default hereunder that has not been cured within all applicable notice and cure periods, or (b) the intended assignee is delinquent in the payment of ad valorem taxes owed to the County or any other taxing jurisdiction in the County.
- E. Upon any assignment and assumption under Paragraph IX(A) or IX(B) of Owner's entire interest in the Agreement, Owner shall have no further rights, duties or obligations under the Agreement. Upon any assignment and assumption under Paragraph IX(A) or IX(B) of only a portion of Owner's interest in the Agreement (for example, if only portion of the Improvements or Project is transferred by Owner to a third party), then (i) each of Owner and each assignee of a portion of this Agreement shall be considered an Owner party under this Agreement, (ii) the County shall cause the property taxes owned by each of the Owner parties to be separately assessed, and (iii) neither of the Owner parties shall have any further rights, duties, or obligations under the Agreement as to the portion of the Improvements or Project owned by another Owner party. By way of clarification, a default by Owner or a partial assignee with respect to its rights and obligations shall under no circumstances be considered a default by any other party, it being the express intention of Owner and the County that there shall be no cross-default rights or joint and several liability as between Owner and any partial assignee or as between multiple partial assignees.
- F. The parties agree that a transfer of all or a portion of the ownership interests in Owner to a third party shall not be considered an assignment under the terms of this Agreement and shall not require any consent of the County.
- G. In addition to its rights under Paragraphs IX(A) and IX(B), Owner may, without obtaining the County's consent, mortgage, pledge, or otherwise encumber its interest in this Agreement or the Project to a Lender for the purpose of financing the operations of the Project or constructing the Project or acquiring additional equipment following any initial phase of construction. Owner's encumbering its interest in this Agreement may include an assignment of Owner's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In the event Owner takes any of the actions permitted by this subparagraph, it may provide written notice of such action to the County with such notice to include the name and notice information of the Lender. If Owner provides the name and contact information of a Lender to the County, then the County shall be required to provide a copy to such Lender of all Notices delivered to Owner at the same time that the Notice is delivered to Owner. If Owner does not provide the name and contact information of a Lender to the County, then such Lender shall not have the notice rights or other rights of a Lender under this Agreement.

X. Notice

All Notices (including Default Notices) shall be given in accordance with this Section. All Notices shall be in writing and delivered, by commercial delivery service to the office of the

person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading, or by facsimile transmission. Notices delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same; facsimile notice shall be effective upon receipt by the sender of an electronic confirmation. All Default Notices shall be given by at least two (2) methods of delivery and in a manner consistent with Section VII(F). All Notices (including Default Notices) shall be mailed or delivered to the following addresses:

To the Owner: Attn: General Counsel
 Samson Solar Energy III LLC
 One S. Wacker Drive, Suite 1800
 Chicago, Illinois 60606

To the County: Attn: County Judge
 Lamar County
 119 N. Main St., #170
 Paris, TX 75460

Any party may designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

XI. Severability

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid sections or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

XII. Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any dispute hereunder shall be exclusively in the courts of the County.

XIII. Amendment

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

XIV. Guidelines and Criteria

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

XV. Entire Agreement

This Agreement contains the entire and integrated Tax Abatement Agreement between the County and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed in reliance upon any representation or promise, except those contained herein.

XVI. Coordination of Local Hiring and Services

Owner shall make reasonable attempts to promote the use of Lamar County labor and the purchase of services and supplies from Lamar County businesses in the course of performing this Agreement as further described in the Local Outreach Plan.

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IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by the County Commissioners Court and executed by the Owner on the respective dates shown below.

LAMAR COUNTY, TEXAS

By: Brandon Bell
Brandon Bell, County Judge

Date: April 30, 2019

Lawrence Malone
Lawrence Malone
Commissioner, Precinct 1

Lonnie Layton
Lonnie Layton
Commissioner, Precinct 2

Ronnie Bass
Ronnie Bass
Commissioner, Precinct 3

Kevin Anderson
Kevin Anderson
Commissioner, Precinct 4

Ruth Sisson
Attest Ruth Sisson,
County Clerk

[signatures continue next page]

OWNER: Samson Solar Energy III LLC, a Delaware limited liability company

By: James Williams

Date: 7/19/2019

Print Name: James Williams
Vice President

Print Title: _____

CERTIFICATE OF COMPLETION FOR THE YEAR 20____

SAMSON SOLAR III, LLC

STATE OF TEXAS }

COUNTY OF LAMAR }

Lamar County, Texas has executed and delivered a Tax Abatement Agreement (the "Agreement") dated April 30, 2019, with SAMSON SOLAR III, LLC, for certain improvements and other equipment (the "Improvements") to be installed at the Company's property located in Lamar County, Texas, as described in **Exhibit A** attached hereto, which property is located within a Reinvestment Zone established by an Order of the Lamar County Commissioners' Court dated April 30, 2019.

Based on information provided by Company and verified by Lamar County, Texas , the County herein verifies that the Improvements agreed to be built, installed and used in accordance with said Agreement, specifically a solar farm generating approximately 250 megawatts, have in fact been completed as provided for in the Agreement and that the Company has complied with all other terms of the Agreement.

NOW, THEREFORE, the Lamar County Commissioners Court authorizes that the property described in **Exhibit A** attached hereto shall receive a tax abatement during each year through the end of the term of the Agreement of the taxes assessed upon the increased value of the real and personal property of the Company located in Lamar, Texas, over the value at which the property was last appraised on January 1, 2022. The tax abatement will extend for a duration of ten years (10) years, with the tax abatement beginning January 1, 2023, and ending December 31, 2032. In accordance with the terms of the Agreement, the Company shall pay the following sums in lieu of assessed taxes in satisfaction of the Company's obligations for ad valorem taxes on the property owed to Lamar County, Texas:

<u>Year</u>	<u>Payment Amount</u>
2023	\$181,250.00
2024	\$181,250.00
2025	\$181,250.00
2026	\$181,250.00
2027	\$181,250.00
2028	\$193,750.00
2029	\$193,750.00
2030	\$193,750.00
2031	\$193,750.00
2032	\$193,750.00

APPROVED this ____ day of _____, ____.

Lamar County Judge

RESOLUTION NO. R2019-011

**A RESOLUTION OF THE LAMAR COUNTY COMMISSIONERS' COURT
EXPRESSING ITS INTENT TO PARTICIPATE IN A TAX ABATEMENT
AGREEMENT WITH SAMSON SOLAR ENERGY III, LLC**

WHEREAS, the Lamar County Commissioner's Court has been presented a proposed agreement by and between **Lamar County and Samson Solar Energy III, LLC**, providing for a tax abatement for certain improvements, a copy of which is attached hereto as Exhibit "A", and incorporated herein by reference hereinafter called "Agreement"; and,

WHEREAS, upon review and consideration of the Agreement, and all matters attendant and related thereto, the Lamar County Commissioners' Court is of the opinion that the terms and conditions thereof meet the Guidelines and Criteria for Tax Abatement and should be approved.

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

Section 1. The findings set out in the preamble to this resolution are hereby in all things approved.

Section 2. That the terms of the Tax Abatement Agreement attached hereto as Exhibit "A" and the property the subject thereof meet the County's Guidelines and Criteria for Tax Abatement adopted by the Lamar County Commissioners' Court. (copy attached).

Section 3. That the Lamar County Commissioners' Court has entered an Order designating the property the subject of the Tax Abatement Agreement as a Reinvestment Zone as authorized by and in accordance with the Property Redevelopment and Tax Abatement Act, codified in Chapter 312 of the Texas Tax Code.

Section 4. That the terms and conditions of the Tax Abatement Agreement between the County and Samson Solar Energy III, LLC, having been reviewed by the Lamar County Commissioners' Court and found to be acceptable and in the best interests of Lamar County and its residents, be, and the same are hereby, in all things approved.

Section 5. That the Lamar County Commissioners' Court is hereby authorized to execute the Agreement and all other documents in connection therewith substantially according to the terms and conditions set forth in the Agreement attached hereto as Exhibit "A".

Section 6. That the planned use of the property the subject of the tax abatement will not constitute a hazard to public safety, health, or morals.

Section 7. That the approval and execution of the Agreement on behalf of the County is not conditioned upon approval and execution of any other tax abatement agreement by any other taxing entity.

NOW, THEREFORE, BE IT RESOLVED BY THE LAMAR COUNTY COMMISSIONERS' COURT, THAT it intends to execute and participate in a Tax Abatement Agreement as described herein with Samson Solar Energy III, LLC

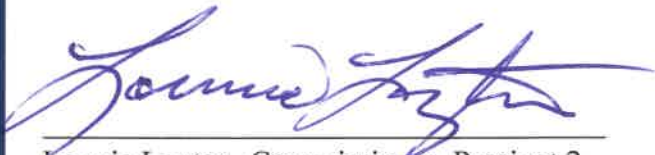
PASSED AND ADOPTED the 30th day of April, 2019.



Brandon Y. Bell, Lamar County Judge



Lawrence Malone, Commissioner Precinct 1



Lonnie Layton, Commissioner, Precinct 2



Ronnie Bass, Commissioner, Precinct 3



Kevin Anderson, Commissioner, Precinct 4



Ruth Sisson, Lamar County Clerk
ATTEST



Attachment A

Attached is the Order Designating the Reinvestment Zone

**First Amendment to Tax Abatement Agreement
between Lamar County, Texas, and Samson Solar Energy III LLC**

Order No. 2019-07

State of Texas

County of Lamar

This First Amendment to Tax Abatement Agreement (the "**Amendment**") is made and entered into by and between Lamar County, Texas ("**County**"), acting by and through its governing body, the Commissioners Court of Lamar County, Texas, and Samson Solar Energy III LLC, a Delaware limited liability company ("**Owner**"), for the purpose of amending the Tax Abatement Agreement entered into between County and Owner dated on or about July 19, 2019 ("**Agreement**"). Undefined capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

I. Authorization

This Amendment is authorized and governed by Chapter 312 of the Texas Tax Code, as amended, and by the County's Guidelines and Criteria.

II. Amendments

For good and valuable consideration, the receipt of which is hereby acknowledged, County and Owner agree that the Agreement is hereby amended as follows:

1. The definition of "Reinvestment Zone" contained in Section II(U) of the Agreement is hereby deleted in its entirety and replaced by the following new definition of "Reinvestment Zone":

U. "Reinvestment Zone" means the reinvestment zone, as that term is defined in Chapter 312 of the Texas Tax Code, created by Lamar County and designated the "Samson-Delilah Reinvestment Zone" in that certain Resolution Adopting and Designating a Reinvestment Zone in the Jurisdiction of Lamar County, Texas, adopted and approved by the Lamar County Commissioners' Court on December 10, 2019, a copy of which resolution is attached as Attachment A to this Agreement.

2. Attachment A to the Agreement is hereby replaced by the Attachment A to this Amendment.

III. Miscellaneous

The Agreement is hereby amended in accordance with the foregoing provisions of this Amendment. Except for the amendment of the Agreement as provided for herein, all other terms and provisions of the Agreement shall remain in full force and effect as if this Amendment had been incorporated in the Agreement as originally executed and delivered. In

the event of any inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control.

This Amendment may be executed in any number of counterparts or with counterpart signature pages, each of which counterparts shall be deemed to be an original and all of which shall constitute one and the same agreement and shall be binding upon the undersigned.

[remainder of this page intentionally blank]

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by the County Commissioners Court and executed by the Owner on the respective dates shown below.

LAMAR COUNTY, TEXAS

By: Brandon Bell
Brandon Bell, County Judge

Date: December 10, 2019

Lawrence Malone
Lawrence Malone
Commissioner, Precinct 1

Lonnie Layton
Lonnie Layton
Commissioner, Precinct 2

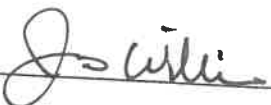
Ronnie Bass
Ronnie Bass
Commissioner, Precinct 3

Kevin Anderson
Kevin Anderson
Commissioner, Precinct 4

Ruth Sisson
Attest: Ruth Sisson,
County Clerk

[signatures continue next page]

OWNER: Samson Solar Energy III LLC, a Delaware limited liability company

By: 

Date: 3/5/2020

Print Name: James Williams
Vice President

Print Title: _____

Attachment A

Attached is the Resolution Adopting and Designating a Reinvestment Zone in the Jurisdiction of Lamar County, Texas, adopted and approved by the Lamar County Commissioners Court on December 10, 2019

COMMISSIONERS' COURT OF LAMAR COUNTY

RESOLUTION AND ORDER

Resolution No. R2019-030

**A RESOLUTION AND ORDER OF THE COMMISSIONERS COURT OF LAMAR
COUNTY, TEXAS FOR AN AMENDMENT TO THE TAX ABATEMENT
AGREEMENT BY AND BETWEEN THE COUNTY AND
SAMSON SOLAR ENERGY III LLC**

The Commissioners' Court of Lamar County, Texas, meeting in regular session on December 10, _____, 2019, considered the following resolutions:

WHEREAS, the Property Redevelopment and Tax Abatement Act (the "Act"), Chapter 312 of the Texas Tax Code, authorizes counties, cities, and other taxing units to provide temporary property tax abatements for limited periods of time as an inducement for the development or redevelopment of property; and

WHEREAS, in accordance with the requirements of law set out in the Act the Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones as adopted by the Commissioners Court of Lamar County, Texas on December 11, 2018 (the "Guidelines"), the Commissioners Court of Lamar County, Texas, entered into a Tax Abatement Agreement with Samson Solar Energy III LLC, a Delaware limited liability company (the "Company"), which agreement is dated on or about July 19, 2019 (the "Agreement"); and

WHEREAS, Lamar County, Texas (the "County") and the Company desire to amend the Tax Abatement Agreement;

NOW, THEREFORE, BE IT ORDERED, by the Commissioner's Court of Lamar County, Texas, that:

- (1) The Commissioners Court of Lamar County, Texas, finds and determines that the terms of the proposed First Amendment to Tax Abatement Agreement attached to these resolutions as Exhibit A meet all of the requirements of the Act and the Guidelines and are in the best interests of the County; and further
- (2) In accordance with the Guidelines and after review to the extent deemed necessary, the Commissioners Court of Lamar County, Texas, by this Resolution does hereby authorize the execution of the First Amendment to Tax Abatement Agreement attached hereto as Exhibit A; and further
- (3) The Commissioners Court of Lamar County, Texas directs that said First Amendment to Tax Abatement Agreement be filed and maintained among the Official Public Records of Lamar County, Texas and the Commissioners' Court Minutes; and further

(4) This resolution shall become effective immediately upon its passage.

[remainder of this page blank]

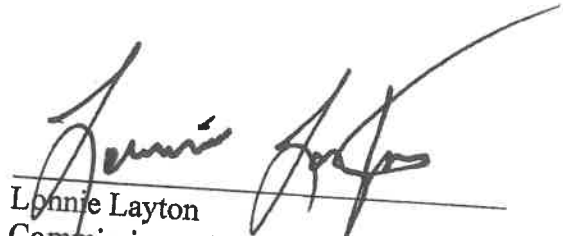
The foregoing Resolution and Order was lawfully moved by Commissioner Layton, duly seconded by Commissioner Malone, and duly adopted by the Commissioner's Court of Lamar County, Texas, on December 10, 2019.



Brandon Bell
County Judge



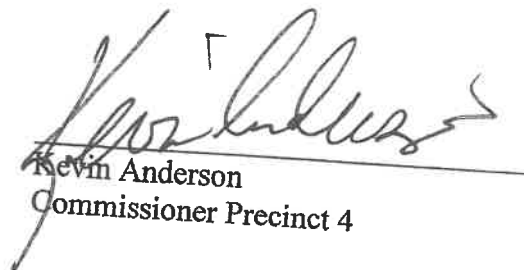
Lawrence Malone
Commissioner, Precinct 1



Lonnie Layton
Commissioner, Precinct 2



Ronnie Bass
Commissioner Precinct 3



Kevin Anderson
Commissioner Precinct 4

The foregoing Resolution and Order is a true and correct copy of the Resolution and Order passed by the Commissioners' Court in open and regular session at the Lamar County Courthouse at 9:00 a.m. on December 10, 2019.

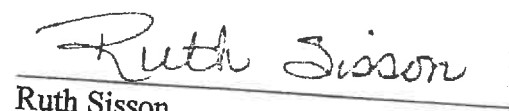

Ruth Sisson
County Clerk, Lamar County, Texas

Exhibit A

Form of First Amendment to Tax Abatement Agreement

[see attached]

Attachment B

Attached is a copy of the Guidelines and Criteria.

Attachment C

A description of the Site is attached.

Attachment D

LOCAL OUTREACH PLAN

A. In connection with the preparation, construction and operation of the Improvements in Lamar County, Owner and its agents shall make reasonable attempts to:

1. Utilize Lamar County individuals and businesses for materials, labor and services, provided that nothing in this paragraph shall require Owner to use services and supplies that are not of similar quality to those provided by residents of businesses outside of Lamar County or are not made available on terms and/or at prices comparable to those offered by residents or businesses outside of Lamar County; and
2. In filling positions of employment connected with the Project, Owner and its contractors and agents shall use commercially reasonable efforts to employ individuals who reside within the borders of Lamar County, provided that nothing in this paragraph shall require Owner or its contractors or agents to employ Lamar County residents who are not (i) equally or more qualified than nonresidents; or (ii) are not available for employment on terms and/or at salaries comparable to those required by nonresidents.

B. In no event shall Owner or its contractors discriminate against Lamar County residents or businesses in employment or in the purchase of goods and services in connection with the construction and operation of the Improvements in Lamar County.

C. Owner shall designate a Coordinator of Local Hiring and Services who will act as a liaison between all contractors and any Lamar County residents or businesses interested in obtaining information about employment or services or supplies to be purchased in connection with the construction and operation of the Improvements in Lamar County.

D. Owner and any contractors or agents which Owner plans to use to complete any phase of the development or operation of the Project and who may require additional labor and/or services to complete said construction and/or operation, shall hold a job and contracting information session prior to beginning physical construction of the project at which information will be provided regarding the development and construction and hiring needs of the Project. Such information shall be made available on a continuing basis through the Coordinator of Local Hiring and Services.