

# FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT

By and Between

**STEPHENS COUNTY, TEXAS, and LA CASA WIND, LLC**

This First Amendment to Tax Abatement Agreement (this “*Amendment*”) is entered into by and between Stephens County, Texas (the “*County*”) duly acting herein by and through its County Judge, and La Casa Wind, LLC, a Delaware limited liability company (together with its successors and assigns, “*Owner*”). This Amendment shall have an “*Effective Date*” of May 13, 2024.

Recitals:

WHEREAS, on or about March 11, 2024, after a duly conducted public hearing and following a majority vote by the Commissioners Court of Stephens County, Texas (the “*Commissioners Court*”) the County duly acting by and through the County Judge and Owner entered into a Tax Abatement Agreement (the “*Agreement*”);

WHEREAS, the County and Owner now desire to make certain amendments to the Agreement.

Amendment

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

1. The Recitals set forth above are hereby fully incorporated into this Amendment for all purposes.
2. All capitalized terms used and not defined herein shall have the meaning assigned to those terms in the Agreement.
3. The Agreement is hereby amended as follows:
  - a. Section 1.4 of the Agreement is hereby deleted in its entirety and replaced fully with the following: “Timing of Improvements. Owner estimates that construction of the Improvements will begin by **June 1, 2024** and will be substantially completed by December 31, 2024. If Owner has not substantially completed construction of the Improvements by December 31, 2024, Owner has the right upon request to receive two, one-year extensions of the December 31, 2024, deadline to December 31, 2025, and December 31, 2026. Owner must request the extension of the deadline to December 31, 2025 by written notice to the County prior to December 31, 2024 (the “**First Extension**”), and the extension of the deadline to December 31, 2026 by written notice to the County prior to December 31, 2025 (the “**Second Extension**”). For purposes hereof, the construction of the Improvements

shall be substantially completed if at least 100 MW Capacity (defined below) of the Improvements is installed, is able to generate electricity, and is connected to the grid with an interconnection agreement on or before the deadline of December 31, 2024, or the first extended deadline of December 31, 2025, or the second extended deadline of December 31, 2026.”

- b. Section 1.4 of the Agreement is hereby deleted in its entirety and replaced fully with the following: “Spacing of Wind Turbines. Owner shall not erect any wind turbine Improvement within: (i) 1,000 feet of any County Roads, except County Road 131 and County Road 174, (ii) 700 feet from any property line/boundary of property owners who have not signed a lease agreement with Owner; (iii) 1,400 feet from any occupied dwelling located on lands over which Owner does not have a lease agreement or does not otherwise own as measured from the center of the base of a wind turbine to the nearest point of the dwelling, unless the occupant of the dwelling has agreed in writing; (iv) 9,240 feet from the nearest boundary of that portion of Palo Pinto Mountain State Park located in Stephens County, Texas; and 5 miles from Tucker Lake (central coordinates 32.529919°, -98.561903°), located within the Palo Pinto Mountain State Park.”
- c. Section 1.5 of the Agreement is hereby deleted in its entirety and replaced fully with the following: “Plans and Specifications, Governmental Requirements and Workmanship. All Improvements shall be constructed and installed in accordance with plans and specifications (the “Plans and Specifications”) prepared by an engineer or architect licensed in Texas and in accordance with all federal, state, and local laws, rules, ordinances, statutes, or regulation; provided, however, that Owner shall not be in default under this Agreement, even if a fine or penalty has been levied against Owner by a governmental agency, if: (i) Owner has undertaken commercially reasonable efforts to remedy any violation; or (ii) Owner properly contests whether a violation has occurred. Owner shall take such steps as are reasonably necessary to see that all work on the Improvements is completed in a good and workmanlike manner. The County shall have the right to review the Plans and Specifications to determine compliance with this Agreement and to inspect the Improvements in accordance with Section 3.6 below.”
- d. Section 2.3(d) of the Agreement is hereby deleted in its entirety and replaced fully with the following: “Charitable Contribution. Following the Commencement Date, as additional consideration for this Agreement, Owner agrees to make an annual contribution to certain Stephens County charitable organization(s) designated by the Commissioners Court in an aggregate amount of Seventy-Five Thousand and No/100 Dollars (\$75,000) with such contribution being due and payable on or before January 31 of each calendar year during the Abatement Period. The Commissioners Court shall designate such charitable organizations by written notice delivered to

Owner no later than the December 31 preceding each January 31 contribution due date. If the Commissioners Court does not designate a donee, Owner shall make the annual contribution to the preceding year's donee or, if none, to a charitable organization of Owner's choice that is described in Section 501(c)(3) of the Internal Revenue Code and performs substantial charitable operations in the County. If more than one charitable organization is designated by the Commissioners Court, the designation shall specify the amount of the contribution to be made to each organization, not to exceed \$100,000 in the annual aggregate. All such designations by the Commissioners Court shall identify that each respective contribution is being made by Owner."

- e. Section 2.4 of the Agreement is hereby amended by adding the following as subsection (k): "Owner agrees that the locations of any wind turbines to be placed in the Reinvestment Zone shall be in the locations described and depicted on the EPC Site Plan in Exhibit B and may not be located elsewhere within the Reinvestment Zone without the prior written consent of the County; provided, however, that it is agreed by the County that the location of the wind turbines may deviate to alternate locations or by 100 feet from the locations described and depicted on Exhibit B."
- f. Section 3.1 of the Agreement is hereby deleted in its entirety and replaced fully with the following: "Job Creation. Owner agrees to provide not fewer than 2 new full-time jobs in connection with the operation of the Improvements either through direct employment by Owner or through employment by an affiliate or subsidiary of Owner."
- g. Section 3.2 of the Agreement is hereby deleted in its entirety and replaced fully with the following: "Road Use and Repair. **At least 14 days prior** to the Commencement of Construction (defined herein) Owner shall submit, and thereafter obtain the written approval of the Commissioners Court, a listing of the County Roads (defined herein) to be used by Owner (the "Road Use Plan"). As a condition to the County's approval of the Road Use Plan the County may require that Owner improve or upgrade certain County Roads. The Road Use Plan shall at a minimum include the following information: (i) the expected Commencement of Construction Date; (ii) the name, title, address, phone number, and email address of a representative of Owner responsible for ensuring compliance with Section 3.2 of this Agreement; (iii) a site plan depicting the location of all Improvements to be located in the County, including, the points of access; (iv) the approximate location, plans, and timing for widening any County Roads, or any portion thereof, to facilitate the turning movements of any transport trucks; and (v) the plans and timing for completing the Road Upgrade (defined herein). "Commencement of Construction" shall mean the date upon which Owner or any party on behalf of Owner begins the grading or groundwork for any Improvements located within the Reinvestment Zone. "County Roads" shall

mean any roads owned, operated, or maintained by the County. "Road Upgrade" shall mean Owner's obligation (which it hereby covenants and agrees to undertake) to improve and upgrade, to then current Federal Emergency Administration ("FEMA") standards, all County Roads to be used by Owner and identified in the Road Use Plan." For the avoidance of doubt subsections (a) through (e) of Section 3.2 remain unaltered by this Amendment.

h. Section 4.2(7) is hereby deleted in its entirety and not replaced.

4. Owner agrees to reimburse the County for the reasonable and necessary attorney's fees and expenses incurred by the County in connection with the negotiation and preparation of this Amendment such reimbursement not to exceed \$10,000. Reimbursement under this Section 4 shall be made within 15 calendar days of execution of this Amendment by the County.

5. All of the terms, conditions, and provisions of the Agreement not specifically amended herein shall remain in full force and effect.

6. This Amendment may be executed simultaneously or in counterparts, each of which together shall constitute one and the same Amendment.

*[Signature Page Follows]*

This Amendment shall be effective as of the date it is executed on behalf of both parties, as shown by their acknowledgments set forth below.

ATTEST:

COUNTY:

Stephens County, Texas

\_\_\_\_\_  
Jackie Ensey, County Clerk

\_\_\_\_\_  
Michael Roach, County Judge

STATE OF TEXAS )

COUNTY OF STEPHENS )

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by Michael Roach, County Judge of Stephens County, Texas on behalf of said County.

\_\_\_\_\_  
Notary Public, State of Texas

*[Signatures Continue Next Page]*

OWNER:

La Casa Wind, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by \_\_\_\_\_, the \_\_\_\_\_ of La Casa Wind, LLC, a \_\_\_\_\_ limited liability company, on behalf of La Casa Wind, LLC.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_