

ROAD REPAIR SETTLEMENT AGREEMENT

By and Between

STEPHENS COUNTY, TEXAS, and LA CASA WIND, LLC

This Road Repair Settlement Agreement (this “**Agreement**”) 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 July 27, 2026.

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 “**Abatement**”) as later amended by the parties;

WHEREAS, Section 3.2 of the Abatement required Owner, among other things, to repair damage caused to any County Roads (as defined in the Abatement and subsequent amendments and Road Use Plans) during initial construction of the La Casa Wind Project all of which occurred prior to January 1, 2026;

WHEREAS, Owner has agreed to pay the county \$750,000.00 (the “**Settlement Payment**”), and the parties have agreed to compromise and settle the County’s claims relating to Owner’s obligations to repair County Roads damaged during construction of the La Casa Wind Project in return for the Settlement Payment;

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 Agreement for all purposes.
2. All capitalized terms used and not defined herein shall have the meaning assigned to those terms in the Abatement, or any subsequent amendments thereto.
3. Within 30 calendar days of the Effective Date Owner shall pay the County \$750,000.00. Upon the County’s receipt of the Settlement Payment in immediately available funds, Owner shall be deemed to have fully satisfied its obligation under Section 3.2 of the Abatement solely with respect to damage to County Roads resulting from initial construction of the La Casa Wind Project occurring prior to January 1, 2026. This release does not apply to any damage occurring after January 1, 2026, any obligations arising under any other provision of the Abatement, or any obligations arising under applicable law. Owner shall not be release from its road repair obligations unless and until the County has actually received the Settlement Payment in full.

4. Nothing in this Agreement shall be deemed to be an amendment to the Abatement or waiver of any terms thereof, including, without limitation, ongoing compliance with Section 3.2 of the Abatement, as amended.

5. Owner agrees to reimburse the County for the reasonable and necessary attorney's fees and expenses incurred by the County in connection with the preparation of this Agreement. Reimbursement under this Section 5 shall be made within 30 calendar days of execution of this Agreement by the County.

[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

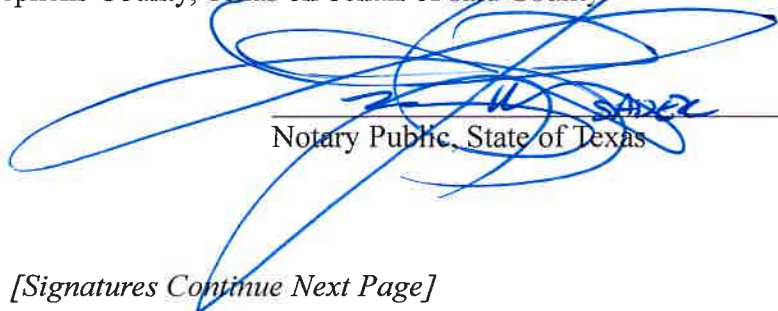

William Thompson, County Judge

STATE OF TEXAS)

COUNTY OF STEPHENS)



This instrument was acknowledged before me on July 27, 2026 by William Thompson, 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 _____, 2026 by _____, the _____ of La Casa Wind, LLC, a _____ limited liability company, on behalf of La Casa Wind, LLC.

Notary Public, State of _____