

**Tax Abatement Agreement between  
Bastrop County, Texas and Big Star Solar, LLC**

State of Texas           §

County of Bastrop       §

This Tax Abatement Agreement (the “Agreement”) is made and entered into by and between Bastrop County, Texas (“County”) and Big Star Solar, LLC, a Delaware limited liability company (doing business in Texas as Big Star Solar Park, LLC), its successors and assigns (“Big Star Solar”). In this Agreement, the County and Big Star Solar may be referred to individually as a “Party” or collectively as “Parties”.

**PART 1. GENERAL PROVISIONS**

**Section 1.01.** This Agreement is authorized and governed by the Property Redevelopment and Tax Abatement Act (Chapter 312 of the Texas Tax Code) and by the Bastrop County Tax Abatement Policy (Guidelines and Procedures) adopted on September 28, 2020. This Agreement is entered into by the Parties consistent with the Guidelines and Procedures. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines and Procedures or is inconsistent with any provision of the Guidelines and Procedures, the Guidelines and Procedures are deemed amended or waived for purposes of this Agreement only.

**Section 1.02.** On July 30, 2020, Big Star Solar submitted an application for tax abatement to the County concerning the contemplated use of the Property (the “Application”) attached hereto as “Exhibit A” and hereby made a part of this Agreement for all purposes.

**Section 1.03.** The property, which is to be developed and subjected to the abatement of taxes and other charges imposed thereon by the County for the term of and pursuant to this Agreement (the “Tax Abatement”), is described in a survey map attached hereto as Exhibit “B” and hereby made a part of this Agreement (hereinafter referred to as the “Property”). It is agreed and represented by the County that the Property and the improvements which are to be made to the Property, as contemplated in Part 2 of this Agreement, are and will be located within the reinvestment zone created by the County pursuant to Chapter 312, Texas Tax Code, by resolution dated October 26, 2020 (the “Reinvestment Zone”). A copy of the County’s order

creating the Reinvestment Zone is attached hereto as Exhibit "C" and hereby made a part of this Agreement.

**Section 1.04.** Within 30 days of the Effective Date, Big Star Solar shall deliver to the County the amount of \$25,000 as payment for costs incurred by the County (including the costs of internal staff time and outside consultants and advisors) in the negotiation of this Agreement.

**Section 1.05.** The Property is not part of an improvement project financed with tax increment bonds.

**Section 1.06.** This Agreement is subject to the rights of the holders of outstanding bonds of the County.

**Section 1.07.** The Property is not owned or leased by the County Judge or any member of the Bastrop County Commissioners Court.

**Section 1.08.** Big Star Solar has purchased land or entered into leases agreements with the various owners to use land for the Facility (as such term is defined herein).

**Section 1.09.** Big Star Solar agrees to use its reasonable efforts to ensure that all of the improvements to the Property described in Section 2.01 of this Agreement will conform to all applicable County regulations.

**Section 1.10.** The contemplated use of the Property and Facility, as defined in Section 2.01, and the terms of this Agreement are consistent with encouraging development of the Reinvestment Zone and generating economic development and increased employment opportunities in the County in accordance with the purposes for creation of the Reinvestment Zone, and are in compliance with the Guidelines and Procedures and other applicable laws, orders, rules and regulations, subject to the variance granted by the County.

## **PART 2. PROPERTY IMPROVEMENTS**

**Section 2.01.** Big Star Solar intends to construct a facility designed to use solar power to generate electricity (the “Facility”) on the Property at an estimated cost of approximately \$207,000,000. The actual amount of the investment may be larger or smaller depending on the size of the Facility ultimately built and/or the actual cost of material and labor at the time of construction. The general specifications of the Facility are more specifically described in Exhibit “D” attached hereto and hereby made a part of this Agreement. The certified appraised value of the Facility will depend upon annual appraisals by the Bastrop Central Appraisal District.

**Section 2.02.** Big Star Solar will use its commercially reasonable efforts to ensure that the construction of the Facility will be substantially completed by December 31, 2022 (“Commercial Operations Deadline”), and that the Facility will be ready for commercial operations by such date (the actual date of commercial operations being referred to herein as the “Facility Commercial Operations Date”). Big Star Solar shall be allotted additional time to complete construction in the event that any completion obligations are impeded by any Force Majeure Event as detailed in Section 6.02 below. Big Star Solar shall also be permitted to defer the Commercial Operations Deadline up to but not later than December 31, 2023, by delivering a written notice of such election to the County before the original Commercial Operations Deadline; provided however that the Commercial Operations Deadline shall never be later than the Facility Commercial Operations Date.

**Section 2.03.** Big Star Solar shall deliver a letter or certificate (the “Certificate”) to the County that certifies that the Facility has achieved commercial operations, identifies the Facility Commercial Operations Date, and outlines the improvements included in the Facility (including any that are still under construction). Big Star Solar shall provide the Certificate within sixty (60) days after the Facility Commercial Operations Date. Upon receipt of the Certificate, the County may inspect the Facility in accordance with the terms of this Agreement in order to verify that the Facility is as certified in the Certificate. If the Certificate indicates that certain ancillary improvements not required for the commercial operations of the Facility are still under construction on the date that the Certificate is delivered, Big Star Solar will deliver an amended Certificate to the County within thirty (30) days after all Facility construction is complete. After such improvements are completed, they shall be part of the Facility eligible for tax abatement.

### **PART 3. TERM, ABATEMENT PERIOD, AND RATE OF ABATEMENT**

**Section 3.01.** The County will grant to Big Star Solar a tax abatement on the Facility (which shall be deemed to include all the tangible personal property and equipment taxable by the County, owned by Big Star Solar and located on the Property) as permitted by Tax Code Chapter 12, as provided in this Part 3.

**Section 3.02.** (a) The term of this Agreement shall be from the date hereof (the "Effective Date") until December 31 of the final year of the Abatement Period (as hereafter defined), provided that Part 4 and Section 6.06 hereof shall survive termination of this Agreement for as long as the Facility remains in commercial use. The County shall abate those portions of ad valorem property taxes imposed by the County as a component of the County's M&O tax rate and the County's F.M. Road M&O tax rate, but not the County's I&S tax rate (which is imposed for payment of debt service on County indebtedness) (the "Ad Valorem Taxes") on the taxable value of the Facility in accordance with the terms of this Part 3 of the Agreement. There shall be seven years of Tax Abatement (the "Abatement Period") in respect of the Facility.

(b) The Abatement Period shall begin on the earlier of (i) January 1 of the first calendar year after the Facility Commercial Operations Date or (ii) January 1 of the Calendar Year identified in a Notice of Abatement Commencement (as defined below) delivered by Big Star Solar (with such calendar year being "Year 1" of the Abatement Period) and end upon the conclusion of seven full calendar years thereafter (which 7-year period shall constitute the Abatement Period). If Big Star Solar at its sole election, desires that the Abatement Period begin prior to January 1 of the first calendar year after the Facility Commercial Operations Date, then Big Star Solar may deliver a notice to the County stating such desire (such notice being referred to herein as a "Notice of Abatement Commencement"). If delivered by Big Star Solar, the Notice of Abatement Commencement shall contain the following statement: "Big Star Solar 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 7 years beyond such date. Big Star Solar shall only be permitted to deliver a Notice of Abatement Commencement if it anticipates achieving commercial operations of the Facility during the next calendar year. Big Star Solar shall still be required to deliver the Certificate as required by this Agreement. 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 7 years.

(c) The County's agreement to abate the amount of Ad Valorem Taxes specified in Table 1 below is based Big Star Solar's intention to invest at least \$190,000,000 in the Facility. For each year of the Abatement Period, subject to Section 3.03 below, the following percentage of Ad Valorem Taxes imposed by the County on the certified appraised value of the Facility shall be abated:

**Table 1: Schedule of Abated Taxes on the Big Star Solar, LLC Facility**

<u>Abatement Year</u>	<u>Percentage of Taxes Abated</u>	<u>Minimum Certified Appraised Value</u>
Year 1	Seventy-Five Percent (75%) Abatement	\$ 190,000,000
Year 2	Seventy Percent (70%) Abatement	171,000,000
Year 3	Sixty-Five Percent (65%) Abatement	153,900,000
Year 4	Sixty Percent (60%) Abatement	138,510,000
Year 5	Fifty-Five Percent (55%) Abatement	124,659,000
Year 6	Fifty Percent (50%) Abatement	112,193,100
Year 7	Forty-Five Percent (45%) Abatement	100,973,790

**Section 3.03.** If the certified appraised value of the Facility in any Abatement Year is less than the Minimum Certified Appraised Value for such Abatement Year as listed in Table 1, then the Tax Abatement for such Abatement Year shall be reduced by an equivalent percentage pursuant to the following formula:

Certified Appraised Value for Abatement Year / Minimum Certified Appraised Value for Abatement Year (in Table 1) x Percentage of Taxes Abated (in Table 1) = Tax Abatement

By way of example, if the certified appraised value of the Facility in Year 2 is \$150,000,000 the Tax Abatement for Year 2 shall be:

$$\$150,000,000 / \$171,000,000 = .8772$$

$$.8772 * 70\% = 61.40\% = \text{Tax Abatement for Year 2}$$

**Section 3.04.** (a) The County and Big Star Solar agree that 100% of the certified appraised value of the Facility, Property, and all other personal property installed, put in place or otherwise set upon the Property upon or after the Effective Date but before the beginning of the Abatement Period are and shall be subject to ad valorem taxation as otherwise provided by the laws of the State of Texas, and the taxes shall be payable prior to the commencement of the Abatement Period as set forth in Section 3.02. Taxation pursuant to this Section 3.04(a) shall

have no further impact on the eligibility for the Abatement and on such actual Abatement upon and after the commencement of the Abatement Period for the Facility and other personal property installed, put in place, or otherwise set upon the Property upon or after the Effective Date.

(b) Calendar Year 2020 shall be the Base Year, and the Bastrop Central Appraisal District has determined the value of the Facility in the Base Year to be zero. For each calendar year of the Abatement Period, ad valorem taxes shall be assessed and collected by the County utilizing the certified appraised value of the Facility, but subject to the abatement percentage in Table 1 above, as modified pursuant to Sections 3.02(b) and 3.03. For each calendar year after the expiration of the Abatement Period, ad valorem taxes shall be assessed and collected by the County utilizing the certified appraised value of the Facility without any applicable abatement.

(c) To the extent there is any conflict between Section 3.02 and 3.04, Section 3.04 shall control.

**Section 3.05** Notwithstanding anything herein to the contrary, Big Star Solar shall have all rights afforded to it under applicable law to dispute and/or protest the taxable value of the Property and Facility as well as the application of any tax which the County seeks to impose upon the Property or Facility.

**Section 3.06.** Upon commencement of the Abatement Period, Big Star Solar agrees to make a one-time payment in lieu of taxes to the County's Precinct 2 Road and Bridge Department in the amount of ONE HUNDRED NINETY THOUSAND AND NO/00 DOLLARS (\$190,000.00) (the "Road and Bridge PILOT"). The one-time Road and Bridge PILOT described in this Section 3.06 shall be paid by Big Star Solar within sixty (60) days after the Commercial Operations Date identified in the Certificate delivered to the County pursuant to Section 2.03 of this Agreement.

**Section 3.07.** As additional requirements for receiving the Tax Abatement, prior to the Facility Commercial Operations Date, Big Star Solar shall (a) If requested by landowner, make whole all owners of property leased by Big Star Solar for any additional ad valorem taxes related to the loss of agricultural use or open space tax exemptions for tax years prior to the loss of such exemption, if the exemption is lost as a result of the execution of the lease or the construction of the Facility; and

(b) Make a contribution of no less than TEN THOUSAND AND NO/100 DOLLAR (\$10,000.00) to the Smithville Future Farmers of America ("Smithville FFA").

**Section 3.08.** 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 Procedures as both exist on the effective date of this Agreement; (iii) no interest in the Facility is held, leased, or subleased by a member of the County Commissioners Court, (iv) that the Property within the Reinvestment Zone 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.

#### **PART 4. PERFORMANCE REQUIREMENTS OF BIG STAR SOLAR**

**Section 4.01.** Big Star Solar or the contracted operator or maintenance supplier will employ a minimum of three (3) individuals at the Facility within six (6) months after the Facility Commercial Operations Date. Big Star Solar agrees to use commercially reasonable efforts to employ individuals who reside within the borders of Bastrop County, provided that nothing in this paragraph shall require Big Star Solar or its contractors or agents to employ Bastrop 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. In no event shall Big Star Solar or its contractors discriminate against Bastrop County residents in employment for the operation of the Facility. Upon request by the County, Big Star Solar shall submit to the County Judge a list of all individuals assigned to the Facility and their county of residence.

**Section 4.02.** Big Star Solar shall design, construct, and operate the Facility pursuant to the following conditions:

**(a) Local Supplies and Equipment.** Big Star Solar covenants and agrees to make good faith efforts to purchase local supplies and equipment in constructing and maintaining the Property and the Facility thereafter. Big Star Solar conclusively shall be deemed to use / to have used "good faith efforts" so long as it actively solicits proposals from local vendors and makes its selection using reasonable discretion based on economic, commercial, practical, and similar considerations. Big Star Solar shall have no obligation to consider or respond to any proposal that, in Big Star Solar's sole but reasonable discretion, does not meet Big Star Solar's collective economic, commercial, practical, and other reasonably similar needs. This provision shall not be construed as creating any right of any party (other than a Party to this Agreement) to be a beneficiary of or under this Agreement, nor does this provision create any such third party

beneficiary status; no party (other than a Party to this Agreement) shall have standing to sue under the terms of or in reliance upon this Agreement (including its terms and its existence).

**(b) Employee Benefits.** Big Star Solar covenants and agrees to offer a health benefit plan to its fulltime employees which allows access to the plan by the employees' dependents.

**(c) Setback and Landscaping.** Big Star Solar covenants and agrees that:

(1) No security fencing shall be constructed within 25 feet of a property line (the "First Setback") and no equipment shall be installed within 50 feet of a property line comprising the boundary lines of the Property (the "Second Setback", and, together with the First Setback, the "Setbacks").

(2) All natural vegetative screening in the First Setback will be preserved where possible. In areas along public roads where there is no natural screening, Big Star Solar will plant and maintain reasonable landscaping in the First Setback as mutually agreed between Big Star Solar and the County.

(3) Big Star Solar will maintain existing typical common boundary ranch fencing along property lines with adjoining landowners to prevent livestock from entering the Property. If additional fencing is required, Big Star Solar will contribute 50% of the installation and maintenance cost of the additional fencing.

(4) No solar panels or other improvements will be constructed within the Setbacks (excluding entryway facilities and facilities necessary for transmission interconnection).

(5) Big Star Solar shall require the owner of any substation or other interconnection facilities to comply with the Setbacks (except for entrances to public roads or those certain locations where interconnection or transmission facilities must cross public rights of way), and to utilize screening consistent with Section 4.02(c)(2) above.

**(d) Nuisance Limitations.** Big Star Solar covenants and agrees [that it shall take all necessary action to prevent light and noise pollution from its operation] OR [to prevent sustained light

pollution (so that all lighting shall be directed downward at the Property, and the light-emitting parts of fixtures shall be shielded from view from outside of the Property) and noise pollution (so that sound from operations of the facility shall not exceed 60 decibels at any property line) from its operation]. Big Star Solar shall take all commercially reasonable action, that does not impair commercial operations, to address any reasonable complaints from neighboring landowners and fix any problem related to light or noise pollution from the Facility.

**(e) Environmental Impacts.** Big Star Solar covenants and agrees to provide regular updates to the County regarding any material environmental impacts, noting any anticipated impacts of the project on the environment, including, but not limited to, water quality, storm water and runoff, floodplain and wetlands, solid waste disposal, noise levels, and air quality.

**(f) Compliance with Labor Laws.** Big Star Solar covenants and agrees that it shall comply with all applicable federal and state laws governing the employment relationship between employers and employees.

**(g) Compliance with Construction Laws.** Big Star Solar covenants and agrees that Big Star Solar shall construct (or shall require its contractors and subcontractors to construct) all improvements in compliance with all applicable federal, state, and local laws including (but not limited to) Texas Commission on Environmental Quality regulations, EPA regulations, County regulations, building codes and ordinances and flood, subdivision, building, electrical, plumbing, fire, and life safety codes and regulations, current and as amended.

**(h) Limitations on Road Use During Construction.** During construction of the Improvements, Big Star Solar agrees that it shall instruct all employees and contractors to avoid use of Hofferek Road. Big Star Solar shall post electronic signs on SH 304 notifying construction-related traffic from both directions to not use Hofferek Road, subject to the approval of the Texas Department of Transportation.

**(h) Mitigation to Road Damage.** During construction of the Improvements, Big Star Solar agrees to use commercially reasonable efforts to minimize disruption to County roads caused by the construction process and to repair any and all damage directly caused to County roads by Big Star Solar or its agents during the construction period.

**Section 4.03.** The County Judge or County Auditor may review, as he or she deems necessary, at a time and place agreeable to both Big Star Solar and the County Judge or County Auditor,

the employment and operation records to verify performance of the terms of the Agreement; provided, however, that Big Star Solar shall not be required to produce records that contain confidential or potentially sensitive information or produce records that may violate state or federal privacy laws.

**Section 4.04.** The provisions of this Part 4 shall survive termination of this Agreement for as long as the Facility remains in commercial use.

## **PART 5. RECORDS AND AUDITS**

**Section 5.01.** On or before October 15th of each year of the Abatement Period, Big Star Solar will furnish the necessary information to demonstrate its compliance with this Agreement for the tax year by providing documentation to establish:

- A) The approximate initial cost the Facility as represented in Section 2.01 (such amount to be supplied only for the first calendar year after the Abatement Period commences).
  
- B) The number of persons employed at the Facility is as represented in Section 4.01.

The County will evaluate the information furnished and will have the right to request and receive from Big Star Solar such reasonable additional information needed for the County to determine Big Star Solar's compliance with this Agreement. Upon the County's verification of compliance with this Agreement by Big Star Solar for the tax year, and in no event later than December 1 of such year, the County shall issue a Tax Abatement certificate in the amount of the Tax Abatement to Big Star Solar pursuant to the percentages of abatement set forth in Table 1 of Section 3.02 above.

**Section 5.02.** At all times until the County's rights to declare default against Big Star Solar have expired, the County Judge, the County Auditor, or their designee will have reasonable access to the Property and Facilities of Big Star Solar upon reasonable prior notice for the purpose of

inspecting them to ensure that the Facility is constructed, installed, maintained, and used in accordance with the terms of this Agreement.

**Section 5.03.** Should any good faith dispute or question arise as to the data provided, the County may require Big Star Solar to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole expense of Big Star Solar.

## **PART 6. DEFAULT**

**Section 6.01.** Subject to Section 6.02 below, the Commissioners Court may declare a default under this Agreement if Big Star Solar:

- A) Fails to complete construction of the Facility by the date which is 6 months after the Commercial Operations Deadline;
- B) Refuses, fails, or neglects to comply with any of the terms of this Agreement, including, without limitation, the provision for the creation and maintenance of jobs, as provided in Section 4.01 of this Agreement, or the provisions regarding construction and operation of the Facility in Section 4.02 of this Agreement;
- C) Makes any representation in this Agreement or in the application to the County for Tax Abatement that is false or misleading in any material respect as of the date such representation was made; or
- D) Allows ad valorem taxes on the Facility owed to the County to become delinquent unless Big Star Solar timely and properly follows applicable legal procedures and remedies to protests or contests the taxes.

**Section 6.02.** If the County Judge or the County Auditor determines that Big Star Solar is in default of this Agreement, the County Judge or the County Auditor will notify Big Star Solar in writing, and if the default is not cured within 60 days from the date of the notice, then the

Commissioners Court may terminate this Agreement; provided that if such default is caused by a flood, strike, riot, epidemic or pandemic, civil commotion, governmental or de facto governmental action, fire, explosion, war, act of God or any other casualty or cause beyond the control of Big Star Solar which cannot be overcome by reasonable diligence and without unusual expense (each a "Force Majeure Event"), then such cure period shall commence upon termination of such Force Majeure Event; provided further that in no case shall the total period (including cure period) extend for more than one year after the County Judge has provided such notice to Big Star Solar. Force Majeure Events shall also include any delay in equipping the Facility with any personal property to the extent that the personal property consists of Specialized Equipment (hereinafter defined) and to the extent that such delay is not caused by acts or omissions of Big Star Solar. "Specialized Equipment" refers to unique and specially manufactured tangible personal property that is purchased by Big Star Solar from an unrelated party for installation and operation on the Facility.

Upon the termination of this Agreement by the County, the Tax Abatement for the remainder of the Abatement Period after the date of termination will be rescinded.

**Section 6.03.** In the event the County terminates this Agreement because a default by Big Star Solar, which Big Star Solar has failed to cure after the provision of notice by the County, all taxes previously abated by virtue of this Agreement, less all Road and Bridge PILOTs paid by Big Star Solar, will become a debt to the County and shall become due and payable no later than sixty (60) days after termination. The County shall have all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for collection of delinquent property taxes. The County, at its sole discretion, has the option to provide a payback schedule.

**Section 6.04.** LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE) AND RECAPTURE OF AD VALOREM PROPERTY TAXES ABATED IN THIS AGREEMENT (LESS ALL ROAD AND BRIDGE PILOTS PAID), ALONG WITH ANY REASONABLY INCURRED COSTS AND ATTORNEYS' FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND BIG STAR SOLAR'S SOLE LIABILITY, IN THE EVENT BIG STAR SOLAR FAILS TO TAKE ANY ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. BIG STAR SOLAR AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES.

**Section 6.05.** If Big Star Solar believes that any alleged termination is improper, Big Star Solar may file suit in the proper court challenging such termination. BIG STAR SOLAR'S SOLE

REMEDY WILL BE REINSTATEMENT OF THIS AGREEMENT AND SPECIFIC PERFORMANCE BY THE COUNTY.

**Section 6.06.** Landowners leasing Property to Big Star Solar and the Smithville FFA are third party beneficiaries of this Agreement for the purposes Section 3.07 herein. Non-participating adjoining landowners are third party beneficiaries of this Agreement for the purposes Section 4.02(c) and (d) herein. If the County Judge or the County Auditor determines that Big Star Solar is in default of Section 3.07, Section 4.02(c) or Section 4.02(d) of this Agreement, the County Judge or the County Auditor will notify Big Star Solar in writing, and if the default is not cured within 60 days, the County, any such affected landowner and the Smithville FFA shall have available all remedies at law or in equity to enforce the provisions of Section 3.07, Section 4.02(c) or Section 4.02(d) hereof, as applicable. The provisions of this Section 6.06 shall survive termination of this Agreement for as long as the Facility remains in commercial use.

**PART 7. EFFECT OF SALE, ASSIGNMENT, OR LEASE OF PROPERTY;  
PROTECTION OF LENDERS**

**Section 7.01.** The Tax Abatement will be assignable to each new owner of the Facility, or to financing entities in the event third party financing is sought, for the balance of the term of this Agreement. Big Star Solar shall not sell or transfer the Facility to a new owner unless, prior to or concurrent with such sale or transfer, Big Star Solar and such new owner execute an assignment of this Agreement to the new owner. Transfers which result in a continuation of the business in the same general manner as operated under Big Star Solar are consented to and do not require further approval by the Commissioners Court; in this case, Big Star Solar or its successor will give written notice and an executed assignment to the County within ten (10) days after the transaction, and Big Star Solar will be released from any further duties or obligations under this Agreement.

**Section 7.02.** For transfers which do not result in a continuation of business as described in this Agreement, this Agreement may be assigned to a new owner of the Property subject to the written consent of the Commissioners Court, which consent will not be unreasonably withheld, and Big Star Solar will be released from any further duties or obligations under this Agreement.

**Section 7.03.** Upon an assignment or transfer of the Facility pursuant to Section 7.01 or Section 7.02, the new owner will assume all the duties and obligations of Big Star Solar upon the same terms and conditions as set out in this Agreement. Any assignment of this Agreement will be to an entity that contemplates the same improvements to the Property, except to the extent the

Facility has been completed. No assignment will be approved if the assignor or the assignee is indebted to the County for ad valorem taxes or other obligations which have become due and payable. Upon any assignment and assumption pursuant to Section 7.01 or Section 7.02, Big Star Solar shall have no further rights, duties, liabilities, or obligations under the Agreement.

**Section 7.04.** The parties agree that a transfer of all or a portion of the ownership interests in Big Star Solar 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.

**Section 7.05.** As used herein, “Lender” means any entity or person providing, directly or indirectly, including an assignee of an initial Lender, with respect to the Facility 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. Big Star Solar, at its election, may send written notice to the County with the name and notice information for any Lender. The parties agree as follows:

- A) If Big Star Solar has provided notice of a Lender to the County, County agrees to deliver simultaneous to Lender a copy of any notice of default delivered by County to Big Star Solar; and
  
- B) County agrees to accept a cure of an alleged default by Lender on Big Star Solar’s behalf. Lender shall be entitled to the same cure period as Big Star Solar.

**Section 7.06.** Notwithstanding any provision herein to the contrary, If Big Star Solar, any related entity, or other assignee permitted to undertake the obligations as set forth in this Agreement files any petition for bankruptcy, then this Agreement shall automatically be deemed to have terminated one (1) day prior to the filing of the petition of bankruptcy, and upon such termination, all taxes previously abated by the County for the benefit of Big Star Solar under this Agreement which have not been previously recaptured by the County shall be recaptured by the County from Big Star Solar as set forth herein.

## **PART 8. PROPERTY TAX APPRAISED VALUE**

**Section 8.01.** Subject to Part 3 of this Agreement, it is understood and agreed between the Parties that the Facility will be appraised at market value for the purposes of property tax assessment throughout the term of this Agreement, and that this value may change during the term of this Agreement. The calculation of abated taxes will make use of this appraised value, as it is determined for each tax year of the Abatement Period.

## **PART 9. INDEPENDENT CONTRACTOR/INDEMNITY**

**Section 9.01.** It is understood and agreed between the Parties that the County and Big Star Solar, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. The County assumes no responsibilities or liabilities to any third parties in connection with the obligations of Big Star Solar under this Agreement, and Big Star Solar agrees to indemnify, defend, and hold the County harmless from any such liabilities; provided, however, no indemnity shall apply in respect of any obligations of the County under this Agreement and/or the failure of the County to perform its obligations and duties with respect to Big Star Solar, the Property and the Facility.

## **PART 10. NOTICE**

**Section 10.1.** All notices called for or required by this Agreement will be delivered to the following by certified mail, postage pre-paid, effective five days after mailing, or by hand delivery or overnight delivery, effective upon delivery:

Big Star:           Big Star Solar  
                          701 Brazos Street, Suite 1400  
                          Austin, Texas 78701

County: County Judge  
Bastrop County  
804 Pecan Street  
Bastrop, Texas 78602

Copy to: County Auditor  
Bastrop County  
804 Pecan Street  
Bastrop, Texas 78602

Each party will notify the other party in writing of any change in its address.

## **PART 11. MISCELLANEOUS**

**Section 11.01.** Big Star Solar has either (a) delivered the Certificate of Interested Parties Form 1295 (“Form 1295”) and certification of filing generated by the Texas Ethics Commission’s electronic portal, signed by an authorized agent, prior to the execution of this Agreement by the Parties or (b) is a wholly-owned subsidiary of a publicly-traded company that is exempt from this requirement. Big Star Solar and the County understand that none of the County or any County representative, consultant, or advisor have the ability to verify the information included in Form 1295, and none of the County or any County employee, official consultant, or advisor have an obligation, nor have undertaken any responsibility, for advising Big Star Solar with respect to the proper completion of Form 1295 other than providing the identification numbers required for the completion of Form 1295.

**Section 11.02.** Big Star Solar hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such section does not contravene Big applicable federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to

penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Big Star Solar understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Big Star Solar and exists to make a profit.

Big Star Solar represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer’s Internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal law and excludes Big Star Solar and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Big Star Solar understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Big Star Solar and exists to make a profit.

**Section 11.03.** This Agreement was approved by the Commissioners Court at its meeting on [November 23, 2020], and, accordingly, the County hereby warrants and represents that it has the necessary authority to enter into this Agreement, and this Agreement shall be binding upon and enforceable against the County.

**Section 11.04.** In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the Parties intended at all times to delete such invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event there shall be substituted for such deleted provision(s) a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal and enforceable.

**Section 11.05.** This Agreement will be construed under the laws of the State of Texas without regard to principles of conflicts of law. The terms “will” and “shall” are mandatory in this Agreement. Mandatory venue for any action under this Agreement will be in the state or federal courts of appropriate jurisdiction for actions in Bastrop County, Texas. This Agreement is performable in Bastrop County, Texas.

**Section 11.06.** Written notice that the County intends to enter into this Agreement, along with a copy of this Agreement, has been furnished in the manner prescribed by Chapter 312, Texas Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Property is located.

**Section 11.07.** A copy of this Agreement will be recorded in the official records of Bastrop County, Texas. Big Star Solar will be responsible for providing to the Bastrop Central Appraisal District all information necessary to give effect to this Agreement.

**Section 11.08.** This Agreement contains the entire and integrated Tax Abatement Agreement between the County and Big Star Solar, 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. 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.

**Section 11.09.** Attached to this Agreement are the following exhibits (including all continuation pages thereto), which hereby expressly and wholly are incorporated by reference into this Agreement:

- [ Exhibit A      Application
- [ Exhibit B      Map of Property

- [ Exhibit C      Map of Reinvestment Zone
- [ Exhibit D      Description of Facility.

**Section 11.10.** 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.

**[The rest of this page left intentionally blank]**

This Agreement has been executed by the parties in multiple originals or counterparts, each having full force and effect.

EXECUTED on \_\_\_\_\_, 2020.

Big Star Solar, LLC

By: \_\_\_\_\_, its \_\_\_\_\_

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Attest:

**COUNTY OF BASTROP**

\_\_\_\_\_

County Clerk

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

Paul Pape, County Judge

**STATE OF TEXAS** §

§

**COUNTY OF BASTROP** §

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Paul Pape, County Judge of the County of Bastrop, Texas, on behalf of the County of Bastrop, Texas.

[Notary Seal]

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

**STATE OF TEXAS** §

§

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by \_\_\_\_\_ of Big Star Solar, LLC.

[Notary Seal]

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

Exhibit "A"

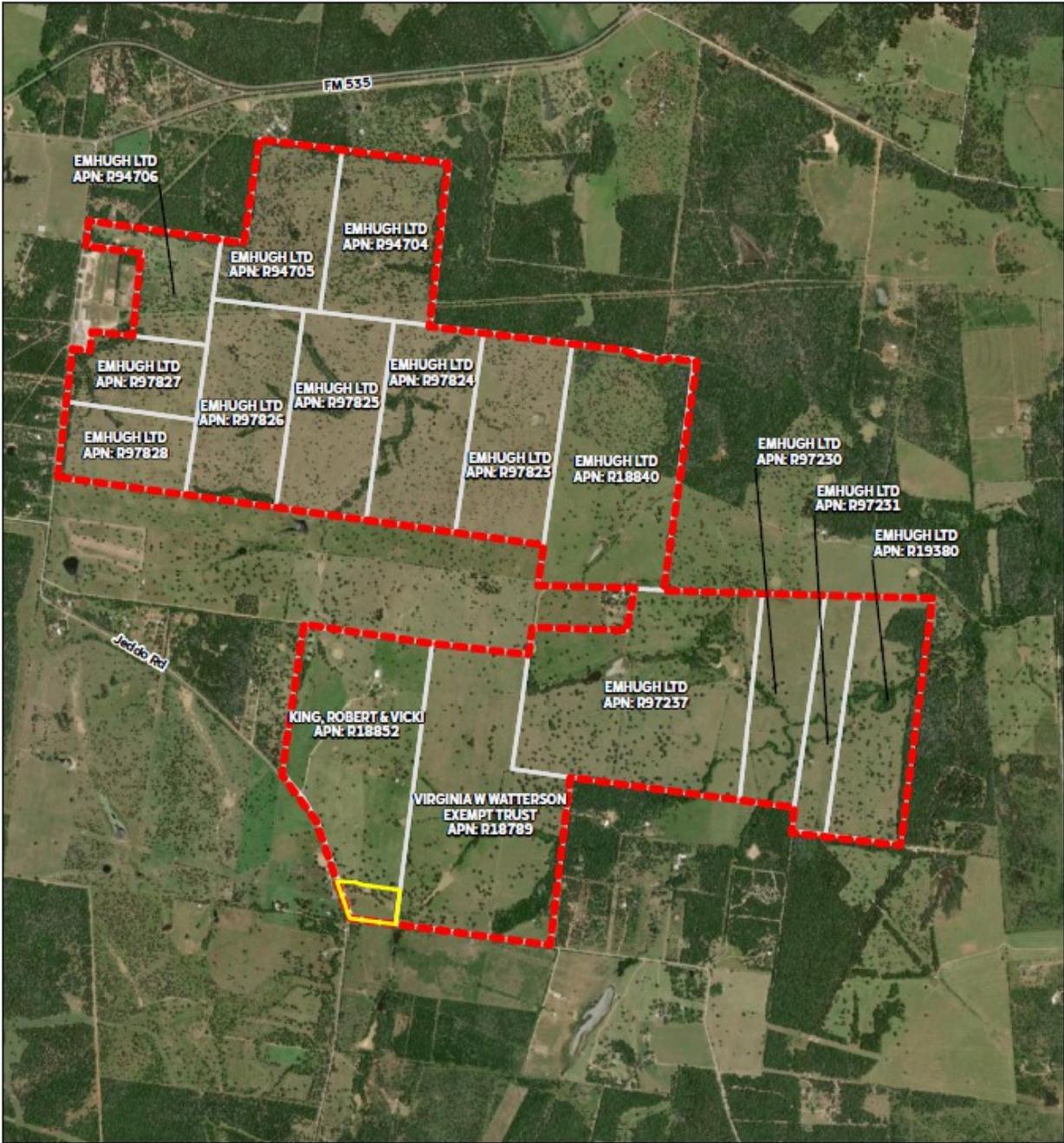
Application of Big Star Solar, LLC

Exhibit "B"

Map of the Property for Tax Abatement

By

Big Star Solar, LLC



<p><b>Big Star</b> Bastrop County, TX</p>	<ul style="list-style-type: none"> <li> PV Project Parcel Boundary</li> <li> Proposed Reinvestment Zone</li> <li> Landowner Exclusion</li> </ul>	<p><b>RWE</b></p>
<p>Map produced by RWE Renewables Americas, LLC for internal use only. Site locations are approximate. Map is not to be reproduced or redistributed without expressly written permission from RWE.</p>	<p>September 16, 2020</p> <p>NAD 1983 2011 StatePlane Texas Central FIPS 4203 FT US</p> <p>0 1,000 2,000 Feet</p> <p>1:24,401</p>	

Exhibit "C"

County's Designation of Reinvestment Zone

## Exhibit "D"

### Description of the Facility

The proposed Facility will consist of a facility designed to use solar power to generate electricity.

The Facility layout is not finalized at this time, but the Facility will be constructed on approximately 1,720 acres for which the Applicant has long-term lease agreements with the local landowners. The Facility will be located entirely in Bastrop County and within Smithville ISD. The proposed Facility will include, but is not limited to, the following equipment:

- [ Planned 200 MW-AC in size solar facility with a 80MW-AC in size battery storage facility
- [ PV modules;
- [ Battery modules
- [ DC-to-AC inverters;
- [ Medium and high-voltage electric cabling;
- [ Single-Axis racking system (mounting structures);
- [ Project substation which will include a high-voltage transformer, switchgear,
- [ Transmission equipment, telecommunications and SCADA equipment;
- [ Interconnection equipment connecting the project to the grid;
- [ Operations and maintenance (O&M) building including telecommunications and computing equipment;
- [ Meteorological equipment to measure solar irradiance and other weather conditions; and
- [ Eligible ancillary and necessary equipment.