

STATE OF TEXAS

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COUNTY OF FORT BEND

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**TAX ABATEMENT AGREEMENT BETWEEN  
FORT BEND COUNTY AND  
OLD 300 SOLAR CENTER, LLC**

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **FORT BEND COUNTY, TEXAS**, hereinafter referred to as "County," acting by and through its Commissioners Court and **OLD 300 SOLAR CENTER, LLC** hereinafter referred to as "Owner," of the tangible personal property to be located within Fort Bend County Reinvestment Zone No. 26 to be effective as of the date the County signs this Agreement (the "Effective Date").

**1. Authorization:**

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the Effective Date of this Agreement and concerns Property subject to Texas Tax Code Section 23.26, and;
- b. The Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County, Texas, were approved by the County's Commissioners Court on February 26, 2019. County has determined that the request for Tax Abatement presented by Owner conforms to the criteria established in the Guidelines for Tax Abatement.
- c. No official of County has an interest in the property subject to this Agreement.

**2. Definition:**

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

- a. "Certified Appraised Value" means the value certified as of January 1 of each year of this Agreement regarding the property within Reinvestment Zone No. 26 by the FBCAD (as hereinafter defined).
- b. "Real Property" means the approximately 6,760 acres on which Owner's tangible personal property is proposed to be located as described in Exhibit "One" attached hereto and incorporated herein for all purposes, which tract of land is located within the Reinvestment Zone 26.
- c. "Abatement" means the full or partial exemption from ad valorem taxes of Owner's Eligible property in the Fort Bend County Reinvestment Zone No. 26 designated for economic development purposes.
- d. "Eligible Property" means improvements, equipment, and Machinery eligible for Abatement under this Agreement. Included among the Eligible Property is equipment identified as a battery system to support the distribution of the electricity generated by the Project.
- e. "Ineligible Property" means land, existing improvements, tangible personal property that the FBCAD classifies as inventory or supplies, real property

used primarily to provide retail sales or services to the public, real property used for residential purposes, tangible personal property classified as furnishings, tangible personal property located in the reinvestment zone prior to the effective date of this Agreement, real property with a productive life of less than 10 years, and any other property for which abatement is not allowed by state law.

- f. "Owner" means OLD 300 SOLAR CENTER, LLC, or other person or entity to which this Agreement is assigned, subject to the terms of this Agreement. 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.
- g. "County" means the County of Fort Bend, Texas.
- h. "FBCAD" means Fort Bend Central Appraisal District.
- i. "Project" means the photovoltaic solar powered electricity generation facility that Owner proposes to construct on the Real Property in Fort Bend County Reinvestment Zone No. 26.
- j. "Certificate" means a letter, provided by the Owner to the County that certifies that the Project has achieved Commercial Operations (as defined below) and outlines the Eligible Property included in the Project (including those facilities at the Project that are still under construction). Upon receipt of a Certificate, the County may inspect the Eligible Property in accordance with the terms of this Agreement in order to verify that the Eligible Property is constructed 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. Property meeting the definition of "Eligible Property" that is not fully constructed until after the delivery of the Certificate shall still be entitled to the Abatement under this Agreement.
- k. "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.
- l. "Lender" means any entity or person providing, directly or indirectly, with respect to the Project any of (i) 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), (ii) a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure, (iii) tax equity financing, (iv) any interest rate protection agreements to hedge any of the foregoing obligations, and/or (v) 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.

- m. "Term" shall mean the period beginning with the Effective Date and ending on the December 31st of the final year of the ten-year term of the Abatement.
- n. "Total Project Costs" shall mean the total costs necessary to plan, design, and construct the facility, purchase construction materials, equipment, machinery and make it ready to commence operations, excluding any costs associated with leasing or purchase of the land for the Project.

3. **Subject Property:**

- a. The Fort Bend County Reinvestment Zone No. 26 is an area located in Fort Bend County, Texas, being legally described in Exhibit One attached hereto and incorporated herein for all purposes.
- b. The base year value for the Eligible Property as of January 1, 2020, is agreed to be zero.

4. **Responsibility of Owner:**

In consideration of receiving the tax Abatement granted herein, Owner represents and agrees:

- a. That construction of the Eligible Property will commence on or before January 31, 2021.
- b. That Owner shall have delivered the Certificate to the County certifying that the Project has achieved Commercial Operations no later than August 1, 2022.
- c. That simultaneous with the delivery of the Certificate, Owner shall provide the County's Tax Assessor/Collector a certified statement evidencing Total Project Costs. Owner's current and best estimate of the Total Project Costs is no less than \$440,000,000, and Owner shall update and provide the final cost estimates for the Total Project Costs to County within 30 days of receipt of final design. The parties agree that the Certified Appraised Value of the Eligible Property on January 1 of the first year after the Certificate is delivered, and on each and every January 1 thereafter during the Term of this Agreement, will be the FBCAD Certified Appraised Value as provided for in Texas Tax Code Section 23.26 (but only for the Eligible Property to which Texas Tax Code Section 23.26 applies). Values which have been hypothetically calculated in attached Exhibit Three: Hypothetical Calculations Illustration are for reference only. Owner may from time to time during the Term of this Agreement install additional Eligible Property, and modify, remove or replace Eligible Property as Owner may determine in its discretion.
- d. THAT OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE FBCAD OF THE ABATEMENT, INCLUDING FILING WITH THE FBCAD ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.
- e. THAT OWNER SHALL BE RESPONSIBLE FOR REQUESTING FROM COUNTY AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE ELIGIBLE PROPERTY THAT IS THE SUBJECT OF THIS AGREEMENT IS SOLD, TRANSFERRED OR ASSIGNED. EXCEPT

AS OTHERWISE PROVIDED HEREIN, ANY ASSIGNMENT IS NOT EFFECTIVE UNTIL APPROVED IN WRITING BY COUNTY.

- f. That Owner, either on its own or in combination with its parent company (Orsted Onshore North America, LLC) shall, as of December 31, 2020 have the financial ability, through its own assets or through borrowings or fundraising, to construct the Project.
- g. That Owner shall ensure that taxes on all property owned or leased by it in Fort Bend County are current. Delinquent taxes for any Fort Bend County property owned or leased by Owner is a default of Owner's obligations hereunder and will be grounds for exercising the County's default remedies regardless of whether the delinquent property is subject to Abatement; provided however that this Agreement does not abrogate Owner's right to timely protest property tax assessments in compliance with the Texas Tax Code and applicable law.

**5. Value and Term of Abatement:**

- a. In no event shall this Agreement extend beyond the expiration of the ten-year term of the Abatement.
- b. In each year of the Abatement Term (as defined below), the amount of Abatement shall be an amount equal to the percentage indicated below of all ad valorem taxes assessed by the County on the Eligible Property.
- c. Subject to the limitations imposed by law and conditioned upon the representations outlined in Section 4 herein above, there shall be granted and allowed hereunder a property tax Abatement for the following years and in the following amounts on the value of the Eligible Property for all categories of ad valorem taxes assessed by the County:

<b>Tax Year</b>	<b>Percentage Abatement of the Value Calculated Under Tax Code 23.26</b>
Year 1	85%
Year 2	85%
Year 3	85%
Year 4	80%
Year 5	80%
Year 6	65%
Year 7	50%
Year 8	30%
Year 9	20%
Year 10	20%

"Year 1" in the table above shall correspond to the calendar year commencing on the first January 1 after Owner delivers the Certificate. The ten-year period (beginning with Year 1) to which the Abatement will apply is sometimes referred to herein as the "Abatement Term."

In the chart above, the total percentage of abatement granted for the Eligible Property for 10 years is 600%, or an average of 60% per year based upon a final Total Project Cost estimate of \$440 million. However, should the final Total Project Cost estimate be less than \$440 million, the total percentage of abatement granted for Eligible Property for the ten year term would be reduced as follows: if the Total Project Cost is less than \$440 million but greater than or equal to \$350 million, a reduction to 500%; if the Total Project Cost is less than \$350 million but greater than or equal to \$250 million, a reduction to 400%; and if the Total Project Cost is less than \$250 million, the percentage will be re-negotiated by the parties. Also, in the event that the final Total Project Cost estimate equals or exceeds \$500 million, the total percentage of abatement granted for the Eligible Property for the Abatement Term would be increased to 650%. In the event that the total Abatement Percentage is adjusted pursuant to this paragraph, then adjusted the total Abatement percentage will be apportioned among the ten years of the Abatement Term in the same proportion that the 600% total Abatement percentage is apportioned among the ten years in the table above.

The FBCAD Certified Appraised Value of the Eligible Property each year of the Abatement Term will conform to the most recent provisions of Texas Tax Code 23.26 which, at the time of this Agreement, provides for (i) a ten year depreciation schedule on Eligible Property that meets the definition of "solar energy property" contained in Texas Tax Code 23.26, and (ii) a residual value of such Eligible Property in the tenth year of the abatement term to be not less than 20% of the certified cost of such Eligible Property provided to the County at completion of initial construction. An exact schedule of the resultant annual minimum annual amounts to qualify for the abatement cannot be stated as those commonly accepted cost and other index factors shall not be available to the FBCAD until each successive tax year. An example of these calculations can be viewed in Exhibit Three: HYPOTHETICAL CALCULATIONS ILLUSTRATION.

1. The Abatement granted shall not apply to the value of the Real Property (as land only), increases in the value of the Real Property (as land only), or Ineligible Property.
2. All Eligible Property shall be placed and/or installed in accordance with applicable laws, ordinances, rules or regulations in effect at the time such Eligible Property is placed and/or installed.
3. The FBCAD's determination of the Certified Appraised Value of the Eligible Property shall be used to determine the value of the Eligible Property subject to this Agreement. If Owner protests the FBCAD's valuation of the property, the valuation placed on the Eligible Property after the protest is resolved under State law shall be used.

- d. It is possible that not all of the Eligible Property will fall within the definition of "solar energy property" in Texas Tax Code 23.26. Any such Eligible Property shall receive the same percentage abatement as the solar energy property but without being subject to the appraisal method required by Texas Tax Code 23.26.

**6. Taxability:**

During the Abatement Term, the value of taxes shall be payable by the Owner as follows:

- a. The value of all property (Eligible and Ineligible) shall be determined in the Base Year by the FBCAD.
- b. The value of Ineligible Property shall be fully taxable
- c. The value of Eligible Property shall be abated during the Abatement Term as set forth in Section 5(c).
- d. Beginning on January 1 of the first calendar year after the Certificate is delivered, the percentage of property taxes set forth in the table above on the Certified Appraised Value of all Eligible Property shall be abated for the entire ten-year abatement period.
- e. After expiration of the Abatement Term, 100% of the Certified Appraised Value of all property owned by Owner located in the County shall be fully taxable at all times.

**7. Event of Default:**

- a. County may declare Owner in default of this Agreement if: (i) Owner fails to comply with any Term of this Agreement or (ii) Owner allows County ad valorem taxes on any property owned by it in Fort Bend County to become delinquent during the Term of this Agreement, even if the delinquent taxes are for a property not subject to an Abatement.
- b. County shall notify Owner of any default in writing specifying the default. Owner shall have sixty (60) days from the date of the notice to cure any default. If Owner fails to cure the default within ninety (90) days from receipt of notice, County may terminate this Agreement by written notice.
- c. If this Agreement is terminated by County, as County's sole and exclusive remedy, Owner agrees that it is liable for and will pay to County within thirty (30) days of the termination of this Agreement:
  - i. The amount of all taxes abated for the entire period the uncured default existed during the Term of this Agreement; and
  - ii. Penalties and interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes.
  - iii. The County's reasonable attorneys' fees incurred in connection such termination and in connection with its efforts to collect such penalties and interest.
- d. County shall have a lien against the Eligible Property for the taxes and interest owed because of the recapture of taxes under this paragraph during the time period beginning on the date such payment obligation accrues and continuing until the date is paid, subject to the terms and conditions provided in the Texas Tax Code for the County's lien for property taxes.
- e. This paragraph is required by Chapter 2264, TEXAS GOVERNMENT CODE and governs over any conflicting provisions of this Agreement. Owner is

prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, TEXAS GOVERNMENT CODE. If Owner is convicted of a violation under 8 U.S.C. Section 1324a(f), the conviction shall be considered default of this Agreement, from which no cure provisions shall apply. In such event, County shall provide written notice to Owner of the default and this Agreement shall automatically terminate on the 30<sup>th</sup> day after the date of the notice of default from County to Owner. In the event of termination under this paragraph, Owner shall repay the amounts specific in subparagraph c. above.

- f. **LIMITATION OF LIABILITY: TERMINATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE TERMINATION DATE) AND RECAPTURE OF PROPERTY TAXES ABATED 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.**
- g. 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, ACTION TO RECAPTURE OF TAXES ABATED PURSUANT TO THE AGREEMENT.

#### **8. Administration and Inspection:**

- a. This Agreement shall be administered on behalf of the Fort Bend County Tax Assessor/Collector or her designee. Owner shall allow employees or other representatives of County who have been designated by the Tax Assessor/Collector to have access to the Real Property (during normal business hours) during the Term of the Agreement. All regular inspections shall be made only after two (2) business days prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction or operation of the Project. A representative of Owner may accompany the inspector. County shall cause each of its employees and

- representatives who conduct such inspections to abide by all of Owner's security, safety and operational rules.
- b. Upon completion of the placement and/or installation of the Eligible Property, County shall annually evaluate any Eligible Property to ensure compliance with the terms and provisions of this Agreement and shall report potential defaults to the Owner.
  - c. The Chief Appraiser of the FBCAD shall annually determine (i) the taxable Certified Appraised Value under the terms of the tax Abatement of the Eligible Property provided for in this Agreement and (ii) the full taxable Certified Appraised Value without the Abatement. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes subject to recapture when this Agreement is terminated in a manner that results in recapture of abated taxes.
  - d. On or before September 1 of each year of this Agreement, Owner shall certify in writing to the Fort Bend County Tax Assessor/Collector Owner's compliance with each term of this Agreement by completion and submission of the form attached as Exhibit Four to this Agreement. No substitutions are allowed.
  - e. Owner shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the Texas Tax Code. Such information shall also be provided annually to the County Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement.

**9. Assignment:**

- a. The rights and responsibilities of Owner hereunder may be assigned, in whole or in part, to an Affiliate without County's prior consent. Owner shall provide notice to the County of any assignment to an Affiliate. Owner's assignment of the Agreement to an Affiliate 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.
- b. The rights and responsibilities of Owner hereunder may be assigned to a party other than an Affiliate only after obtaining the County's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment by Owner to a party other than an Affiliate 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 Section 7 above. Owner shall give the County forty-five (45) days' written notice of any intended assignment to a party other than an Affiliate, 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. 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. In no event shall the County's failure to timely respond to Owner's written notice of an intended assignment be deemed to be the County's consent to the intended assignment.

- c. No assignment shall be effective or approved if County has declared a default hereunder which has not been cured or the assignee is delinquent in the payment of any ad valorem taxes owed to County.
- d. Any and all assignments shall contain the same terms and conditions as set out in this Agreement and shall be granted for the remaining term of the original Agreement only.
- e. The parties agree that a transfer of all or a portion of the corporate ownership interests in Owner shall not be considered an assignment under the terms of this Agreement and shall not require any consent of the County. If the name of the Owner is changed, Owner will promptly notify County in writing of such change of name; this sentence is not intended to diminish the requirements of Section 9.a. above in the event of an actual assignment of the Agreement. The "corporate ownership interests" for purposes of this Section 9.d. include limited liability company, corporation, or partnership ownership interests.
- f. Notwithstanding the provisions of subparagraph a. above, Owner may, without obtaining the County's consent, mortgage, pledge, or otherwise encumber (a "Mortgage") 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 (a "Security Agreement") to a Lender. In the event Owner takes any of the actions permitted by this subparagraph to grant a Mortgage or a Security Agreement in this Agreement, it shall promptly 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 (including default 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 nor any other rights of a Lender under this Agreement. If a Lender forecloses its Mortgage or Security Agreement rights in this Agreement, such Lender shall promptly notify the County of such foreclosure and promptly provide the County with the name and notice information for the company that succeeded to the rights of Owner under the Agreement pursuant to such foreclosure. Nothing in any Mortgage or Security Agreement shall be

construed or interpreted to have the effect of changing any of the terms and conditions of this Agreement.

**10. Indemnity:**

It is understood and agreed between the parties that Owner, in performing obligations hereunder, is acting independently, and County assumes no responsibilities or liabilities in connection therewith to third parties. **OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY AND THE FBCAD FROM ANY AND ALL NON-OWNER CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF OWNER'S BREACH OF ITS OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF RESPONSIBILITIES AND LIABILITIES RESULTING FROM THE FAULT OR NEGLIGENCE OF COUNTY OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. OWNER'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEYS FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION WHICH ARE NOT DUE TO COUNTY'S, THE DISTRICT'S OR THEIR REPRESENTATIVES' INTENTIONAL CONDUCT OR NEGLIGENCE. OWNER SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY COUNTY IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION SO LONG AS DEFENSE COUNSEL AND COURSES OF ACTION ARE DETERMINED SOLELY BY OWNER. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT COUNTY FROM INCURRING INDEPENDENT REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION; PROVIDED, HOWEVER, THAT OWNER SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.**

**11. Force Majeure:**

If by reason of force majeure, Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to County in writing within thirty (30) calendar days after Owner first becomes aware or should have become aware of the occurrence relied upon. By doing so, the obligation of Owner, to the extent and for the period of time affected by the force majeure, shall be suspended. 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. Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall include, but not be limited to acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the federal or state government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure or lack of capacity of the wastewater system or water supply system; governmental delays in granting

approvals or issuance of permits; or any other cause not reasonably within the control of the Owner.

**12. Commissioners Court Approval:**

This Agreement is conditioned entirely upon the approval of the Commissioners Court by the affirmative vote of a majority of the members present at a duly scheduled meeting of the Commissioners Court.

**13. Compliance with State and Local Regulations:**

This Agreement shall not be construed to alter or affect the obligations of Owner to comply with any city ordinance or federal or state law or regulation.

**14. Changes in Laws/Vested Rights:**

The Tax Abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the Term of this Agreement, but only the extent required by law to be enforceable and after giving Owner all vesting, non-conforming and/or "grandfather" rights, contained in and applicable to this Agreement and allowed by law.

**15. Representations and Warranties of the County:**

The County represents that (a) the County has formally elected to be eligible to grant property tax abatements under Chapter 312 of the Tax Code; (b) Fort Bend County Reinvestment Zone No. 26 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; (c) the County's execution of this Agreement has been duly authorized by a vote of the County Commissioners Court, (d) County properly published, posted, and delivered all public notices required by Tax Code chapter 312 prior to designating Fort Bend County Reinvestment Zone No. 26 and approving this Agreement, and (e) the property within the Reinvestment Zone and the Real Property is located within the legal boundaries of the County.

**16. Miscellaneous:**

- a. This Agreement and the rights and obligations of each party shall be construed and enforced under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
- b. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- d. Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

**17. Notices:**

- a. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been hand delivered, deposited with a nationally recognized overnight courier or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and certified, return receipt requested, in a United States Post Office, addressed to County and Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) business days after the date of deposit in the United States Mail.
- b. Unless otherwise provided in this Agreement, all notices shall be delivered to Owner or County at the following addresses:

To the Tax Assessor/Collector:      The Honorable Carrie Surratt  
Fort Bend County Tax Assessor-Collector  
1317 Eugene Heimann Circle  
Richmond, Texas 77469

To County:                              Fort Bend County  
401 Jackson  
Richmond, Texas 77469  
Attention: County Judge

Copy to:                                  Fort Bend County Attorney  
401 Jackson  
Richmond, Texas 77469

To Owner:                                OLD 300 SOLAR CENTER, LLC  
401 N. Michigan Ave Suite 501  
Chicago, IL 60611  
Attn: Jennifer Goodwillie

- c. Any party may designate a different address by giving the other parties ten (10) days prior written notice thereof. Failure of Owner to provide County Tax Assessor/Collector thirty (30) days' notice of a change of address may result in termination of this Agreement.

**18. Entire Agreement:**

This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral. This Agreement shall inure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns. Attached hereto are (a) Exhibit One – Fort Bend County Commissioners Court Order designating Reinvestment Zone No. 26 and legal descriptions of Real Property (land) comprising the Reinvestment Zone, (b) Exhibit Two: –Economic Impact Statement (public document when attached to this Agreement), (c) Exhibit Three: – Hypothetical Calculations Illustration (reference only), and (d) Exhibit Four: Annual Compliance Certificate– all of which are made part of this Agreement.

19. **Execution:**

**IN TESTIMONY OF WHICH, THIS AGREEMENT** has been executed by County and Owner as of the dates below stated. Owner warrants and represents that the individuals executing this agreement on behalf of Owner have full authority to execute this Agreement and bind Owner to the same.

"COUNTY:"

**FORT BEND COUNTY, TEXAS**

By: *K. P. George*  
K. P. George, County Judge

Date: 1-28-2020

**ATTEST:**

*Laura Richard*  
Laura Richard, County Clerk



**'OWNER'**

**OLD 300 SOLAR CENTER, LLC**

BY: ORSTED ONSHORE NORTH AMERICA, LLC  
ITS: SOLE MEMBER

By: *Philip Moore*

Printed Name: PHILIP MOORE

Title: SVP

Date: JANUARY 23, 2020

**ATTEST:**

*Paula Dostroot*  
Printed Name: PAULA DOSTROOT

**Exhibits:**

- Exhibit One:** Fort Bend County Commissioners Court Order designating  
Reinvestment Zone No. 26 including Legal descriptions of Real  
Property (land) comprising the Reinvestment Zone
- Exhibit Two:** Economic Impact Statement
- Exhibit Three:** Hypothetical Calculations Illustration (reference only)
- Exhibit Four:** Annual Compliance Certificate

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EXHIBIT ONE

ORDER CREATING  
FORT BEND DISTRICT REINVESTMENT ZONE NO. 26

THE STATE OF TEXAS       §  
                                      §  
 COUNTY OF FORT BEND     §

The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of Fort Bend County, Texas, convened in regular session at a regular term of said Court, open to the public, on the 10th day of December, 2019, in the Commissioners Courtroom, 401 Jackson St., 2nd Floor, Richmond, Texas.

**WHEREUPON**, among other business, the following was transacted at said meeting:

**ORDER DESIGNATING FORT BEND COUNTY REINVESTMENT ZONE NO. 26**

The Order was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved and seconded that the Order be adopted; and, after due discussion, the motion, carrying with it the adoption of the Order, prevailed and carried by the following vote:

AYES: 5

NAYES: 0

The County Judge thereupon announced that the Motion had duly and lawfully carried and that the Order had been duly and lawfully adopted. The Order thus adopted follows:

**ORDER DESIGNATING FORT BEND COUNTY**  
**REINVESTMENT ZONE NO. 26**

**WHEREAS**, the County Commissioners Court passed and approved Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Fort Bend County, Texas, on February 26, 2019;

**WHEREAS**, pursuant to the Guidelines, the County has received a request for designation of a Reinvestment Zone and Tax Abatement;

**WHEREAS**, notice was given to all taxing entities where the proposed zone is to be located;



**WHEREAS**, after proper notice had been given in the November 29, 2019 edition of the Fort Bend Herald, the County has held a public hearing on December 10, 2019, where all interested persons were given an opportunity to speak, and evidence for and against the designation of Fort Bend County Reinvestment Zone No. 26 was gathered;

**WHEREAS**, the County Commissioners Court has determined, based on evidence gathered, that the improvements sought to be located in proposed Reinvestment Zone No. 26 are feasible and practical and would be a benefit to the land to be included in Reinvestment Zone No. 26 and to the County after the expiration of the Tax Abatement Agreement; and

**WHEREAS**, the designation of Reinvestment Zone No. 26 will reasonably likely contribute to the retention or expansion of primary employment, increase business opportunities in Fort Bend County and contribute to the economic development of both the property in Reinvestment Zone No. 26 and to Fort Bend County;

**NOW THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSIONERS COURT OF FORT BEND COUNTY:**

**SECTION ONE**

That the findings and provisions set out in the preamble of this Order are hereby found to be true and correct, and are made a part of this Order for all purposes.

**SECTION TWO**

That Fort Bend County Reinvestment Zone No. 26 is hereby designated pursuant to the Guidelines for the purpose of encouraging economic development in Fort Bend County through tax abatement.

**SECTION THREE**

This designation shall be effective for five (5) years from the date of passage of this Order and may be renewed for five (5) year periods thereafter.

**SECTION FOUR**

The attached Exhibit A described tract(s) are to be combined and designated as Reinvestment Zone No. 26.

PASSED AND APPROVED this the 10<sup>th</sup> day of December 2019.

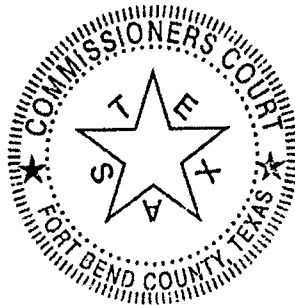
FORT BEND COUNTY, TEXAS

By:

KP George  
KP George, County Judge

ATTEST:

Laura Richard  
Laura Richard, County Clerk



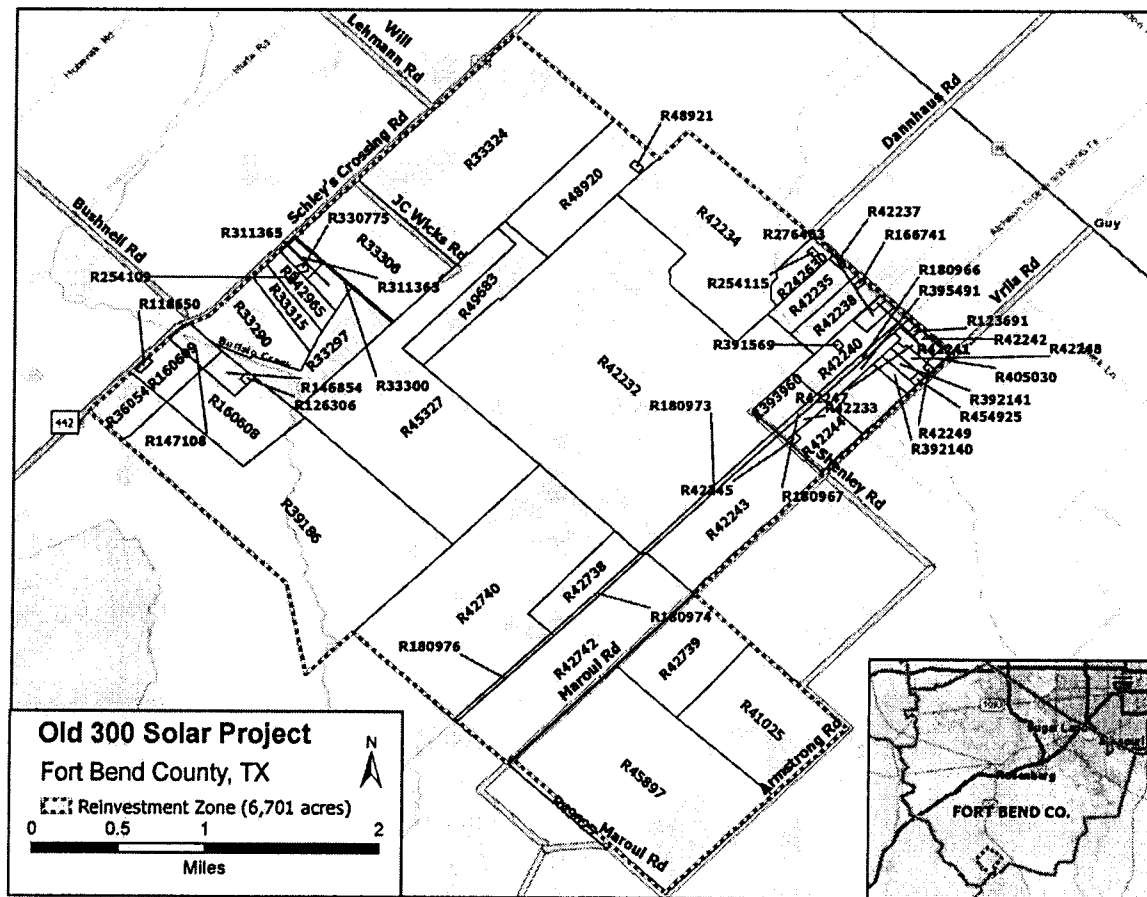
Attachment: Exhibit A – Legal Description of All Parcels within the Reinvestment Zone  
Exhibit B - Map of Reinvestment Zone

**Exhibit A – Legal Description of All Parcels within the Reinvestment Zone**

<b>Property</b>	<b>Legal Description</b>
R42243	0160 GEO DEDRICK, ACRES 192.71
R42234	0160 GEO DEDRICK, ACRES 649.342
R41025	0105 ANTONIE BALLE, ACRES 199.00
R39186	0084 JAS SCOTT, ACRES 1232.717
R42235	0160 GEO DEDRICK, ACRES 47.957
R39982	0091 JESSE VANCE, TRACT 2, ACRES 1.0
R42233	0160 GEO DEDRICK, ACRES 6.96
R280458	0229 H AND TC RY, ACRES 19.248, TRACT 3
R44147	0229 H AND TC RY, ACRES 2.00
R44148	0229 H AND TC RY, ACRES 79.37
R42242	0160 GEO DEDRICK, ACRES 8.252
R276463	0160 GEO DEDRICK, ACRES 10.4116
R49627	0742 JOHN M MOORE, ACRES 1.278
R311464	0742 JOHN M MOORE, ACRES 1.278
R311465	0742 JOHN M MOORE, ACRES 1.278
R49625	0742 JOHN M MOORE, ACRES 31.00
R311467	0742 JOHN M MOORE, ACRES 1.278
R311466	0742 JOHN M MOORE, ACRES 1.278
R147108	0060 S MILLER, ACRES 17.245
R123691	0160 GEO DEDRICK, ACRES 1.0
R180976	0179 GERM IMG CO, ACRES 8.68, ABANDONED RR ROW
R180973	0160 GEO DEDRICK, ACRES 11.72, ABANDONED RR ROW
R146854	0084 JAS SCOTT, ACRES 17.754
R160609	0060 S MILLER, ACRES 41.782
R42237	0160 GEO DEDRICK, ACRES 2.05
R42247	0160 GEO DEDRICK, ACRES 8.56
R392141	0160 GEO DEDRICK, TRACT 2, ACRES 8.7505
R33297	0033 R HODGE, ACRES 102.12
R33306	0033 R HODGE, ACRES 195.02
R311365	0033 R HODGE, TRACT C (PT), ACRES 18.0942, (SE 1/2 of a 32.82 ac tract)
R42740	0179 GERM IMG CO, ACRES 565.21
R45897	0319 W M SIMPSON, ACRES 640.00
R42739	0178 GERM IMG CO, ACRES 260.27
R254115	0160 GEO DEDRICK, ACRES 1.00
R42238	0160 GEO DEDRICK, ACRES 49.07
R242630	0160 GEO DEDRICK, ACRES 31.658
R49628	0742 JOHN M MOORE, ACRES 6.64

R42738	0178 GERM IMG CO, ACRES 52.23
R180966	0160 GEO DEDRICK, ACRES 10.58, ABANDONED RR ROW
R330775	0033 R Hodge, TRACT C (PT), ACRES 1.5
R311363	0033 R Hodge, TRACT C (PT), ACRES 13.2258, (NW 1/2 of a 32.82 ac tract)
R254109	0033 R HODGE, TRACT B (PT), ACRES 1.00
R242965	0033 R HODGE, TRACT B (PT), ACRES 31.82
R118650	0060 S MILLER, ACRES 1.75
R49683	0748 J R FARMER, ACRES 68.14
R160608	0084 JAS SCOTT, ACRES 111.549
R126306	0084 JAS SCOTT, ACRES 1.50
R180967	0160 GEO DEDRICK, ACRES 4.87, ABANDONED RR ROW
R33324	0033 R HODGE, ACRES 514.0
R166741	0160 GEO DEDRICK, ACRES .93, (150 X 270)
R180974	0178 GERM IMG CO, ACRES 7.55, ABANDONED RR ROW
R157740	0229 H AND TC RY, ACRES 2, 49 H&TC
R42245	0160 GEO DEDRICK, ACRES 2.0
R42241	0160 GEO DEDRICK, ACRES 2.05
R45327	0278 JOEL LEE, ACRES 540
R36054	0060 S MILLER, ACRES 47.034
R33290	0033 R HODGE, ACRES 98.563, (PT IN A-60 S MILLER)
R42232	0160 GEO DEDRICK, ACRES 914.53
R42742	0179 GERM IMG CO, ACRES 67.12, (S SANTA FE RR)
R33315	0033 R HODGE, ACRES 32.82
R48921	0615 G M COLLINGSWORTH, ACRES 1.00
R48920	0615 G M COLLINGSWORTH, ACRES 150.50
R42279	0160 GEO DEDRICK, ACRES 50
R42249	0160 GEO DEDRICK, TRACT 3 (Pt), ACRES 1, (Pt of a 10.057 ac tract)
R391569	0160 GEO DEDRICK, ACRES 1
R392140	0160 GEO DEDRICK, TRACT 1, ACRES 10.057
R42248	0160 GEO DEDRICK, TRACT 3 (Pt), ACRES 9.057, (Pt of a 10.057 ac tract)
R393960	0160 GEO DEDRICK, ACRES 30.7814
R42240	0160 GEO DEDRICK, ACRES 55.3715
R42244	0160 GEO DEDRICK, ACRES 44.7086
R395491	0160 GEO DEDRICK, ACRES 17.5169
R405030	0160 GEO DEDRICK, ACRES 4.62
R454925	0160 GEO DEDRICK, TRACT 2 (Pt), ACRES 1.3065
R33300	0033 R HODGE, ACRES 4.98

Exhibit B – Map



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**EXHIBIT TWO:  
ECONOMIC IMPACT STATEMENT**



January 16, 2020

**VIA E-MAIL TO JBELT@FBEDC.ORG**

W. Jackson Belt  
Executive Vice President  
Greater Fort Bend  
Economic Development Council  
One Fluor Daniel Drive  
Sugar Land, Texas 77478

*Re: Assignment of Old 300 Solar Center Economic Impact Statement by and between Lincoln Clean Energy Development, LLC and Greater Fort Bend Economic Development Council ("GFBEDC") dated October 11, 2019 (the "Application")*

Dear Mr. Belt:

This letter agreement, dated to be effective January 16, 2020 (the "*Effective Date*") is to set forth the intention of Old 300 Solar Center, LLC to affirm and assume the statements and representations made by Lincoln Clean Energy Development, LLC (now known as Orsted Onshore Development North America, LLC) in the Economic Impact Statement (EIS) Questionnaire attached to the following:

1. **TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY AND OLD 300 SOLAR CENTER, LLC** that will be presented for consideration by the Fort Bend County Commissioners Court; and
2. **TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY DRAINAGE DISTRICT AND OLD 300 SOLAR CENTER, LLC** that will be presented for consideration by the Fort Bend County Drainage District Board of Directors.

Old 300 Solar Center, LLC is a special purpose entity that will hold the assets and agreements related to the Old 300 Solar Center contemplated in the application and in development in Fort Bend County, Texas and is a subsidiary wholly owned by Orsted Onshore North America, LLC

Lincoln Clean Energy Development, LLC (now known as Orsted Onshore Development North America, LLC) and the Fort Bend Economic Development Council hereby agree that the Applicant in the EIS will hereby be deemed to be Old 300 Solar Center, LLC, and that all references to Lincoln Clean Energy Development, LLC and in the EIS will be understood to refer to Old 300 Solar Center, LLC.

*[remainder of page intentionally blank; signatures follow]*






IN WITNESS WHEREOF, Applicant and GFBEDC have executed this letter agreement the day and year first above written.

**I. Applicant**

Old 300 Solar Center, LLC

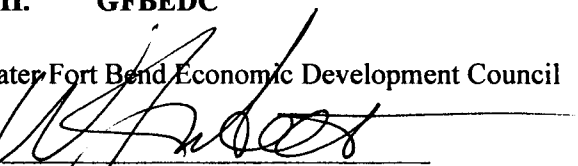
By: 

Name: Jennifer Goodwillie

Its: Senior Director of Development & Authorized Representative

**II. GFBEDC**

Greater Fort Bend Economic Development Council

By: 

Name: W. Jackson Belt

Its: Executive Vice President



GREATER FORT BEND  
ECONOMIC DEVELOPMENT  
COUNCIL

**ECONOMIC IMPACT STATEMENT QUESTIONNAIRE**

**Old 300 Solar Center  
Lincoln Clean Energy Development, LLC  
City, Fort Bend County**

*Based on the information you provide below, the Greater Fort Bend Economic Development Council (GFBEDC) will begin prequalification of your project. The information you provide will allow the GFBEDC to begin to develop your application and economic impact statement for presentation to the taxing entities for consideration of economic incentives. The following factors will be considered as a whole to determine the entire economic impact of the company: location of project, type of business, is the company in one of the city's target industries, number of jobs, skill level of each job, average salary, investment in building improvements or new building, value of taxable inventory, value of taxable personal property and equipment, sales tax revenue generated for the city, impact on local infrastructure, and impact (good or bad) on existing businesses in the County.*

- 1. Please provide a detailed summary statement about your company (its history, type of business and industry, etc.) and clearly describe its operations at the proposed facility in Fort Bend.**

Lincoln Clean Energy Development, LLC is a 100% wholly owned subsidiary of Lincoln Clean Energy, LLC (LCE). LCE develops, owns, and operates renewable energy electricity generating facilities. LCE has primarily conducted business within the Energy Reliability Council of Texas ("ERCOT") but has expanded its operations in recent years with projects either under construction or in operation in multiple states and electricity markets across the country. LCE's management team has over 150 years combined experience in power project development, and in the past ten years LCE's efforts have led to the construction of over 4.5 gigawatts of wind and solar projects in North America.

**Proposed Project**

The proposed project is planned to be a 400 MWac capacity solar electricity generating facility located on approximately 6760 acres of land that will be leased from 4 Landowners southwest of Guy, TX in the Needville Independent School District.

The project stands to bring long term benefits to the County in the form of tax revenues (after the abatement period), school funding, direct and indirect job creation during construction, and community involvement. The benefits the project will provide, based on initial estimates, are summarized as follows:

<b>Value to Fort Bend County:</b>	<b>8,000,000</b>
<b>Value to Needville ISD:</b>	<b>35,800,000</b>

**2. Information About Your Company**

Company Name: Lincoln Clean Energy, LLC	
Contact Person: Jennifer Goodwillie	Title: Director of Development
Current Address: 401 N Michigan Ave., Ste. 501 Chicago, IL 60611	
Office #:	Mobile #: 512.626.3417
Fax #:	Website: <a href="https://lincoln-clean-energy.com/">https://lincoln-clean-energy.com/</a>
Email Address: <a href="mailto:jgoodwillie@lincolnclean.com">jgoodwillie@lincolnclean.com</a>	
The Company's Primary SIC Code:	

**3. Type of project (check all that apply):**

- ☐ Existing business in Fort Bend County  
☒ New business to Fort Bend County  
☐ Expansion of existing facility  
☒ Construction of new facility  
☐ Company will lease facility  
☒ Company will own facility  
☐ Corporate/Regional Headquarters

**4. If the company will lease the facility, who will be the owner:**

The project will be owned by Lincoln Clean Energy Development, LLC, a wholly owned subsidiary of Lincoln Clean Energy, LLC. The land will be leased from multiple owners.

**5. Location of proposed site(s) in Fort Bend (street address, name of Business Park or other development, city, or name of area if unincorporated):**

The proposed site is on several tracts of land (6,760 acres total) near and along Rte. 442, to the southwest of Guy, TX.

**6. Scope of project:**

Size of new facility/expansion:	400 MWac
Size of existing facility (if applicable):	N/A
Size of lease space in existing facility (if applicable):	N/A
Number of acres at facility site:	Approximately 6,760
Type of Construction (tilt wall, metal, concrete, etc.):	Solar Energy Center

**7. Please give detailed breakdown of operations within the proposed facility (i.e., 20% office; 25% distribution; 15% metal fabrication; 40% warehouse, etc.):**

100% industrial – energy generation

**8. Truck traffic to be generated (# daily or weekly):**

During construction, it is estimated that about 350 persons will be on site for about 12 months.

**9. Targeted start of construction:**

October 2020

**10. Targeted start of operations:**

December 2021

**11. Market value (taxable assets) of the firm's property that would be located at the facility in Fort Bend (new property to Fort Bend):**

Land	Construction Costs of Building Improvements	Equipment & Machinery	Inventory	Other Taxable Personal Property	Total
\$ N/A	\$ N/A	\$440,484,000*	\$ N/A	\$N/A	\$440,484,000

\*Inclusive of labor and engineering costs associated with onsite installation of panels, racking, inverters, and substation

**12. Estimated percent of inventory that would be Freeport qualified, if any: 0%**

*Freeport goods are inventories (raw materials, goods-in-process, and finished products) acquired by a business and held for no more than 175 days before being shipped out of state.*

**13. Does the company require a Foreign Trade Zone (FTZ)? If so, what percent of the inventory would be FTZ qualified: 0%**

**14. Employment information:**

Number of new jobs to Fort Bend County	Number of existing jobs to be retained (if company currently located in Fort Bend)	Total Number of Jobs
2		2 FTE

**15. Average salary (before benefits):**

Estimated \$68,100

**16. Amount of initial, annual local payroll to be created:**

\$136,200 (2 FTE employees \* \$68,100/year)

- 17. What are the estimated annual total sales at the new facility? What portion of the total sales will be subject to local (city) sales taxes?**

N/A – electricity generated by the Project will be sold to the ERCOT Grid via a Power Purchase Agreement.

- 18. Does the company own a corporate airplane that would be housed at a local corporate airport in Fort Bend (i.e., Sugar Land Regional Airport or Houston Southwest Airport)? If so, what is the plane's value:**

Not applicable

- 19. Will the company's local business practices necessitate business travel that will bring clients or employees to the Fort Bend facility, resulting in hotel/motel bookings? If so, what is the estimated number of hotel/motel stays per year that will be booked locally:**

During the one-year construction period, approximately 350 workers will be utilized. While some labor may be sourced from Fort Bend County and the surrounding community, it is estimated that about 35 - 50 persons will require lodging for about one year.

- 20. If your company currently has operations elsewhere in the State of Texas, please list the name of the communities:**

Amazon Wind Farm – 253 MW – Scurry County  
Willow Springs Wind Farm – 250 MW – Haskell County  
Tahoka Wind – 300 MW – Lynn County  
Lockett Wind – 184 MW – Wilbarger County

- 21. Employee benefit burden (percent of employee's salary that is invested by the company into the employee's benefits):**

Not applicable

- 22. Current owner of real property (land/building) at the time of application:**

-Moore Brothers Cedar Creek Ranch LLC  
-Judge Moore Cedar Creek Ranch LLC  
-Old South Plantation, Inc.  
-Byrne Family Trust dated December 4, 1991 and Juanita Byrne Revocable Trust dated March 26, 2007  
- Marjorie W. Bailey Estate et al  
-

23. Have you received or are you currently receiving tax abatement in Fort Bend:  
\_\_\_\_ Yes    ☒ No
24. Is this land currently under Agriculture Exemption: ☒ Yes    \_\_\_\_ No
- a. If so, what will be the increase in taxes paid annually to taxing authorities: *To be answered by GFBEDC*
- b. What is the value of roll back taxes to be collected as a result of being taken out of Ag Exemption: *To be answered by GFBEDC*
25. What is the expected increase in value of the land once it is sold? (to be answered by GFBEDC)
26. Productive life of proposed improvements and/or initial term of lease:
- The initial terms of the lease agreements allow for a 30-year operating term with two options to extend for 5 years each.
27. Time of day activities will be taking place (i.e, # of shifts):
- Once construction is complete, all that will be required on site will be routine maintenance. This routine maintenance is expected to only occur during daytime work hours (i.e. 9:00am – 5:00pm).
28. The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements:  
*Explain any costs for development or depletion of infrastructure the city and/or water district are being asked to absorb, if any.*
- Not applicable
29. Please provide wastewater information, including activities, facilities, plant processes, products, services, chemicals, materials, and hazardous substances that may be used or that may result from the activities to be conducted within the proposed improvements:
- Not applicable; any wastewater generated during construction or operation of the project will be managed as industrial solid waste and properly disposed at an authorized facility located off-site.
30. Explain any proposed pretreatment of wastewater prior to discharge into the sanitary sewer system:
- Not applicable; no industrial wastewater will be generated by the operations of the project. If it is determined that a maintenance office or other similar building requiring sanitary facilities is required to be built for the operations of the project, a septic system

permit would be obtained by the installer.

- 31. Will there be any proposed monitoring of wastewater discharge into the sanitary sewer system:**

Not applicable

- 32. Public improvements to be made by the Company in which the public may benefit (please list if any):**

The installation of low-cost power generation to the public in the form of lower electricity rates.

- 33. Will this business compete with existing businesses in the county? If so, please list local companies providing the same services:**

Not applicable

- 34. Are there possibilities for local businesses to become suppliers? Any new retail opportunities? Please explain.**

Not applicable for the solar panels and inverters; however, there may be opportunities for local businesses to supply ancillary items for the project such as fencing, lighting, road base, etc.

- 35. Do you anticipate your relocation to attract other new businesses to the area? Please explain:**

Not applicable

- 36. Does the business produce any type of emissions or are there any other environmental matters for the city/county to consider:**

All applicable local, state, and federal permitting requirements will be fulfilled prior to the commencement of construction. No emissions are expected as part of or because of the operation of the facility.

- 37. The company agrees to participate in the continuing economic development process in Fort Bend County by becoming a Trustee/Board member (\$6,000/yr) of the GFBEDC for a minimum period coinciding with the term of any County abatement agreement: ☒ Yes ☐ No**

*The County Commissioners' Court encourages the company's participation in the Council to support the continued economic growth in the County. The Court considers your decision in their evaluation of the project.*

- 38. By signing and submitting this application you certify that the company, its branches, divisions and departments (company) do not and will not knowingly**

employ an undocumented worker. An agreement with the company will require the company to repay the total amount of the public benefit received with interest at the rate and according to the terms of the agreement if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date the City/County notifies the company of the violation as provided in the agreement.

An undocumented worker is an individual who, at the time of employment, is not:

- a. (1) lawfully admitted for permanent residence to the United States; or
- b. (2) authorized under law to be employed in that manner in the United States.

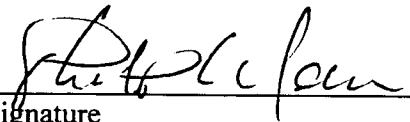
In order to prepare the documents creating the Reinvestment Zone, in which all eligible property placed therein would receive any property tax abatement, and the Abatement Agreement itself, a Site Plan and Legal Description, including a metes and bounds description is necessary. Please provide these as soon as possible if they are not available at the time this EIS is submitted.

#### CERTIFICATION:

##### I. APPLICANT:

(Name of Company) LINCOLN CLEAN ENERGY DEVELOPMENT, LLC  
does hereby certify that all statements and representations made herein are accurate to the best of their knowledge and agree to comply with these terms.

By Authorized Representative:

  
Signature


10/11/2019  
Date

Printed Name: Philip Moore

Title: Senior Vice President

##### II. GFBEDC

The Greater Fort Bend Economic Development Council certifies that Lincoln Clean Energy Dev LLC has met the standard requirements and is qualified for value added tax abatement in Fort Bend County.

  
W. Jackson Belt  
Executive Vice President  
Greater Fort Bend Economic  
Development Council

10/15/19  
Date



**EXHIBIT THREE::**  
**HYPOTHETICAL CALCULATIONS ILLUSTRATION**  
**REFERENCE ONLY, NOT TO BE USED FOR ACTUAL VALUES**

The following depreciation schedule is provided as an attachment to this Agreement and only as an example of how the minimum annual certified CAD values might be calculated. However the FBCAD will utilize actual annual valuation including commonly accepted cost and other index factors. This is an example only. It is possible that not all of the Eligible Property will fall within the definition of "solar energy property" in Texas Tax Code 23.26.

THIS IS AN EXAMPLE ONLY. NUMBERS AND VALUES USED ARE STRICTLY FOR DEMONSTRATION PURPOSES ONLY.

<b>Tax Year</b>	<b>Percentage Abatement of the value calculated under Tax Code 23.26</b>	<b><i>Demonstration Calculation</i></b>
Year 1	85%	\$404,800,000
Year 2	85%	\$369,600,000
Year 3	85%	\$334,400,000
Year 4	80%	\$294,800,000
Year 5	80%	\$255,200,000
Year 6	65%	\$215,600,000
Year 7	50%	\$171,600,000
Year 8	30%	\$132,000,000
Year 9	20%	\$105,600,000
Year 10	20%	\$ 88,000,000

**EXHIBIT FOUR:  
ANNUAL COMPLIANCE CERTIFICATE**

# **FORT BEND COUNTY TAX ABATEMENT** **ANNUAL COMPLIANCE CERTIFICATE**

**Due by September 1 of current tax year**

**Current Tax Year** \_\_\_\_\_

**This certification is being made on behalf of the OWNER / LESSEE (circle one)**  
**Each must prepare a separate report**

Per the terms of the tax abatement agreement between Fort Bend County, Fort Bend County  
Drainage District and

Owner \_\_\_\_\_ and

Lessee (if applicable) \_\_\_\_\_

dated \_\_\_\_\_ we are in compliance  
with the following terms of the agreement:

1. Construction of the improvements was completed on: \_\_\_\_\_
2. Certified statement regarding project costs was provided to the Fort Bend County Tax  
Assessor/Collector on: \_\_\_\_\_ (date)
3. Certificate of Occupancy was provided to the Fort Bend County Tax  
Assessor/Collector on: \_\_\_\_\_ (date)
4. Certified appraised value of the improvements as of January 1 \_\_\_\_\_ (current tax  
year) was \$ \_\_\_\_\_ which meets the required minimum value  
requirement of \$ \_\_\_\_\_.
5. Certified appraised value of the eligible property (if included in abatement agreement) as  
of January 1 \_\_\_\_\_ (current tax year) was \$ \_\_\_\_\_ which  
meets the required minimum value requirement of \$ \_\_\_\_\_.
6. Total number of employees employed at the improvement for current tax year is  
\_\_\_\_\_ which meets the required minimum value requirement of \_\_\_\_\_.
7. Owner / lessee (circle one) applied for/renewed membership in the Greater Fort Bend  
Economic Development Council as required in the abatement agreement on  
\_\_\_\_\_ (date).

8. Owner / lessee (circle one) filed the annual Application(s) for Property Tax Abatement Exemption (Form 50-116) with Fort Bend Central Appraisal District on

\_\_\_\_\_ (date).

9. If there are additional requirements under the specific abatement agreement(s) by and between Fort Bend County, Fort Bend County Drainage District, Owner / Lessee noted above, please list requirement(s) and certify compliance here:

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At this time, Owner/Lessee (circle one) wishes to designate a different mailing address for notices under the terms of this abatement agreement.

NEW NOTIFICATION ADDRESS:

To Owner / Lessee :  
(circle one)

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Please indicate the basis for your authority to represent the property owner in filing this certificate:

\_\_\_\_\_ Officer of the company

\_\_\_\_\_ General Partner of the company

\_\_\_\_\_ Attorney for property owner

\_\_\_\_\_ Agent for tax matters appointed under Tax Code Section 1.111 (copy of completed Form 50-162 filed with Fort Bend Central Appraisal District)

I \_\_\_\_\_, swear or affirm the following:  
(print name)

- To the best of Company's knowledge and belief, each fact contained in this certificate is true and correct, and that Company is in compliance with the terms of the Agreement.
- Company understands that this Certificate is being relied upon by the County in connection with the tax abatement provided for in the Agreement.
- Company understands the consequences for noncompliance with the abatement agreement.
- The undersigned signatory has the legal and express authority to sign this Certificate on behalf of Company.

Signature of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SWORN TO and SUBSCRIBED before me on this the \_\_\_\_\_ day

of \_\_\_\_\_ A.D. \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

