

**NOTICE OF REGULAR MEETING OF THE
COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS**

Notice is hereby given that a regular meeting of the above named Commissioners Court will be held on Monday, the 24th day of January 2022 at 9:00 A.M., at 101 N. Minter , Throckmorton, Texas, at which time the following subjects will be discussed, to-wit:

1. Call meeting to order.
2. Hospital reports/approve hospital bills.
3. Discuss and take any necessary action on taking sealed bids for a new ambulance shed.
4. Discuss and take any necessary action on the Road Use and Maintenance Agreement.
5. Discuss and take any necessary action on a proposed tax abatement agreement between Throckmorton County and Inertia Wind Project, LLC.
6. Discuss and take any necessary action on appointing Ray Fowler as the Throckmorton Historical Board Chairman.
7. Enter into executive session regarding personnel matters.
Texas Government Code Section 551.074
8. Leave Executive session.
9. Citizen's Comments.
10. Approve and pay bills.
11. Adjourn.

Commissioners Court of Throckmorton County, Texas

Kayley Briles
Agenda Clerk

FILED FOR RECORD
at 9:00 o'clock PM

JAN 21 2022
Diana Moore
CLERK COURT
THROCKMORTON, TX

COMMISSIONER'S COURT

Regular Meeting

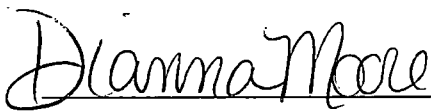
Throckmorton County Commissioners' Court met in Regular Session on Tuesday the 24th day of January, 2022, at 9:00 A.M., at 105 North Minter, Throckmorton, Texas, with the following members present:

Present: Trey Carrington, County Judge, Casey Wells, Commissioner Pct #1, Kasey Hibbitts, Commissioner Pct #2, Greg Brockman, Commissioner Pct#3, Klay Mitchell, Commissioner Pct #4, Hayley Briles, Brenda Rankin, County Treasurer, Kirby Gober, Bryan Key, Jake Lederle, Billy Boyd, Kinsi Hodges, Tina Hantz, Mike Fry, Melissa Brunswick, Karla Benson, Hank Lawson, Curtis Reed, and Doc Wigington

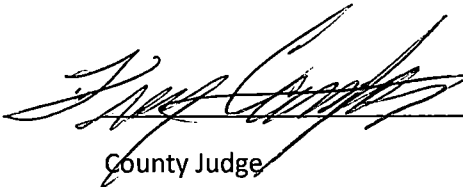
1. Trey Carrington called meeting to order at 9:00 A.M. and welcomed guest.
2. Kirby Gober presented the Hospital bills and report to the Court and discussed the County posting the notice in the paper regarding the sealed bids for the new ambulance shed. The bills approved were in the amount of \$289,688.74. Casey Wells made the motion with Greg Brockman to approve the report and pay the bills. Motion carried 5-0.
3. Klay Mitchell made the motion to open sealed bids on February 14, 2022 for the new ambulance shed. Motion carried 5-0.
The Court came back to line item 3 and a motion was made by Casey Wells and seconded by Kasey Hibbitts to reopen line item 3. Motion carried 5-0. Klay Mitchell made the motion with Casey Wells seconding to rescind the vote on line item 3. Motion carried 5-0.
4. Trey Carrington made the motion with Klay Mitchell seconding to sign the Road Use and Maintenance Agreement. The agreement is attached. Motion carried 5-0.
5. Klay Mitchell made the motion with Kasey Hibbitts seconding to sign the Resolution and Order Approving the Tax Abatement between Throckmorton County and Inertia Wind Project, LLC. The Resolution and Order are attached. Motion carried 5-0.
6. Casey Wells made the motion with Kasey Hibbitts seconding to appoint Ray Fowler as the Throckmorton Historical Board Chairman. Motion carried 5-0.
7. Klay Mitchell made the motion with Kasey Hibbitts to go into Executive Session. Motion carried 5-0. The Court entered into Executive Session at 10:35 a.m.
8. Klay Mitchell made the motion with Greg Brockman ^{second} to come out of Executive Session. Motion carried 5-0. The Court came out of Executive Session at 11:20 a.m.

9. Citizen's hearing was held. Billy Boyd, Karla Benson, Kinsi Hodges, and Tina Hantz presented statements to the Court and spoke about a Hospital Board Member. No other citizen comments were made.
10. Brenda Rankin presented the court with the county bills. Kasey Hibbitts made the motion with Klay Mitchell seconding to approve and pay the bills. Motion carried 5-0.
11. Casey Wells made the motion and seconded by Klay Mitchell to adjourn at 11:30 a.m. Motion carried 5-0.

Witnessed my hand AND approved this the 14th day of February, 2022.



ATTEST: County Clerk



County Judge

Trey Carrington, County Judge

Throckmorton County, Texas

Subject: TCMH Payables

The attached payables for Throckmorton County Memorial Hospital were reviewed and approved by the Board of Directors at the Regular Monthly Business Meeting January 12, 2022

The total amount approved by the board is \$ 289 688.74.

County funds requested: Ø

Harold Keeter

President TCMH Board of Directors

**THROCKMORTON COUNTY MEMORIAL
HOSPITAL**

Expenses Approved by
TCMH Board of Directors
January 12, 2022

Presented to:
Throckmorton County Commissioner's Court
January 24, 2022

TCMH Expenditure List

01/12/2022

Vendor #:	Vendor Name:	Invoice Date:	Amount:	Comments:
10005	AFLAC	12/11/2021	\$1,252.42	
10006	AIRGAS	12/22/2021	\$248.22	
10006	AIRGAS	12/31/2021	\$557.61	
10420	ALLEN'S GARAGE	1/3/2022	\$40.00	MEDIC 2 OIL CHANGE
10138	ALSCO LINEN AND UNIFORM	12/16/2021	\$183.49	
10138	ALSCO LINEN AND UNIFORM	12/23/2021	\$198.93	
10138	ALSCO LINEN AND UNIFORM	12/30/2021	\$209.34	
10138	ALSCO LINEN AND UNIFORM	12/30/2021	\$320.08	
10138	ALSCO LINEN AND UNIFORM	12/16/2021	\$323.52	
10138	ALSCO LINEN AND UNIFORM	12/23/2021	\$323.52	
10138	ALSCO LINEN AND UNIFORM	12/9/2021	\$327.31	
10138	ALSCO LINEN AND UNIFORM	1/6/2022	\$342.95	
10138	ALSCO LINEN AND UNIFORM	12/9/2021	\$506.80	
10393	ALSCO LINEN AND UNIFORM	1/6/2022	\$593.73	
10393	AMAZON CAPITAL SERVICES	12/22/2021	\$35.56	
10393	AMAZON CAPITAL SERVICES	1/4/2022	\$78.77	
10010	AMERICAN PROFICIENCY INSTITUTE	12/16/2021	\$340.00	
10102	AR MANAGEMENT & SOLUTIONS, LLC	12/15/2021	\$279.32	
10102	AR MANAGEMENT & SOLUTIONS, LLC	12/15/2021	\$1,112.39	
10152	ATMOS ENERGY C	1/3/2022	\$98.06	
10013	ATMOS ENERGY H	1/3/2022	\$335.64	
10316	BETSY COOK, OTR	12/24/2021	\$3,400.00	OT SERVICES
10120	BLUECROSS BLUE SHIELD OF TEXAS	12/17/2021	\$785.24	S. MCCOY COBRA
10120	BLUECROSS BLUE SHIELD OF TEXAS	12/17/2021	\$27,483.40	\$23,557.20 - HOSPITAL PORTION
8	BOBBY T'S TIRE REPAIR	12/31/2021	\$1,320.00	TIRES FOR MEDIC 2
10018	BOUND TREE MEDICAL	12/28/2021	\$172.72	
10018	BOUND TREE MEDICAL	1/5/2022	\$1,582.46	
00033	BRECKENRIDGE AUTO SUPPLY	12/30/2021	\$17.97	
10326	BREEGLE BUILDING PRODUCTS, INC	12/28/2021	\$4,500.00	PATIENT ROOM FLOORING & ABATEMENT
10020	BRIGGS HEALTHCARE	12/27/2021	\$412.79	
10278	BRUTON, MATT	1/8/2022	\$1,225.00	7 PT VISITS
10021	C D HARTNETT COMPANY	12/31/2021	-\$149.18	
10021	C D HARTNETT COMPANY	12/31/2021	-\$149.18	
10021	C D HARTNETT COMPANY	1/10/2022	\$43.12	
10021	C D HARTNETT COMPANY	12/13/2021	\$62.60	
10021	C D HARTNETT COMPANY	1/10/2022	\$151.66	
10021	C D HARTNETT COMPANY	12/13/2021	\$183.11	
10021	C D HARTNETT COMPANY	12/28/2021	\$240.66	

10021	C D HARTNETT COMPANY	1/10/2022	\$294.82	
10021	C D HARTNETT COMPANY	12/6/2021	\$368.82	
10021	C D HARTNETT COMPANY	12/28/2021	\$607.49	
10021	C D HARTNETT COMPANY	1/10/2022	\$696.39	
10021	C D HARTNETT COMPANY	12/20/2021	\$771.29	
10026	CITY OF THROCKMORTON	12/22/2021	\$719.84	
4	CLIA LABORATORY PROGRAM	12/21/2021	\$2,454.00	CLIA RENEWAL
10027	COALSON'S GROCERY	12/22/2021	\$191.65	
10027	COALSON'S GROCERY	1/12/2022	\$643.49	
10027	COALSON'S GROCERY	12/22/2021	\$1,054.66	
10028	COMMERCIAL & INDUSTRIAL	1/1/2022	\$234.00	QUARTERLY SECURITY FEE
10028	COMMERCIAL & INDUSTRIAL	12/16/2021	\$435.00	REPAIR TO SECURITY SYSTEM
10471	CONCORD MEDICAL GROUP OF TEXAS	11/30/2021	\$33,936.00	NOV PHYSICIAN COVERAGE
10471	CONCORD MEDICAL GROUP OF TEXAS	12/31/2021	\$34,160.00	DEC PHYSICIAN COVERAGE
00157	CPSI	12/8/2021	\$3,201.00	
10373	DISH NETWORK LLC	1/2/2022	\$85.70	HOSPITAL TV
10373	DISH	1/2/2022	\$115.69	EMS TV
10328	ELLIOTT, SHELBY	12/23/2021	\$80.50	LAB COURIER SERVICES
10400	EMERGENCE TELERADIOLOGY	12/2/2021	\$764.00	NOV RADIOLOGY READINGS
10400	EMERGENCE TELERADIOLOGY	1/2/2022	\$1,102.00	DECEMBER RADIOLOGY READINGS
10038	EMPIRE PAPER COMPANY	1/3/2022	\$146.12	
10038	EMPIRE PAPER COMPANY	12/7/2021	\$150.89	
10039	EQUALIZE RM SERVICES	12/31/2021	\$334.71	
10313	ESCALON, SANDY	12/23/2021	\$48.36	LAB COURIER SERVICES
10313	ESCALON, SANDY	1/10/2022	\$128.86	LAB COURIER SERVICES
10413	EVERETT, LAUREN	1/10/2022	\$48.36	LAB COURIER SERVICES
10044	FISHER HEALTHCARE	12/29/2021	\$49.35	
10044	FISHER HEALTHCARE	12/14/2021	\$447.46	
10047	GALLS, LLC	12/14/2021	\$71.30	EMS UNIFORM
10047	GALLS, LLC	12/2/2021	\$98.95	
00026	HAMILTON HOSPITAL	12/28/2021	\$800.00	CT SERVICES
10431	HANDYMAN SUPPLY INC.	12/31/2021	\$73.23	
10055	HARRIS EXTERMINATING SERVICE	12/24/2021	\$112.50	
00028	HENDRICK MEDICAL CENTER	1/3/2022	\$2,802.03	
10060	LANDAUER INC	12/14/2021	\$210.50	OCT NOV DEC DOSIMETRY READING
10060	LANDAUER INC	9/16/2021	\$238.00	JUL AUG SEPT DOSIMETRY READING
10381	LIFE-ASSIST	12/28/2021	\$57.10	
10475	MAINE MOLECULAR QUALITY CONTROLS	12/13/2021	\$426.56	COVID SWABS
10475	MAINE MOLECULAR QUALITY CONTROLS	12/29/2021	\$2,955.80	COVID SWABS
00164	MCKESSON MEDICAL-SURGICAL INC	12/18/2021	\$1.11	

00164	MCKESSON MEDICAL-SURGICAL INC	12/23/2021	\$1.11
00164	MCKESSON MEDICAL-SURGICAL INC	12/26/2021	\$1.11
00164	MCKESSON MEDICAL-SURGICAL INC	12/29/2021	\$1.11
00164	MCKESSON MEDICAL-SURGICAL INC	12/30/2021	\$1.11
00164	MCKESSON MEDICAL-SURGICAL INC	1/4/2022	\$7.78
00164	MCKESSON MEDICAL-SURGICAL INC	11/10/2021	\$33.29
00164	MCKESSON MEDICAL-SURGICAL INC	12/20/2021	\$41.35
00164	MCKESSON MEDICAL-SURGICAL INC	1/3/2022	\$107.34
00164	MCKESSON MEDICAL-SURGICAL INC	12/24/2021	\$122.24
00164	MCKESSON MEDICAL-SURGICAL INC	1/4/2022	\$152.07
00164	MCKESSON MEDICAL-SURGICAL INC	11/8/2021	\$181.77
00164	MCKESSON MEDICAL-SURGICAL INC	12/20/2021	\$231.89
00164	MCKESSON MEDICAL-SURGICAL INC	12/23/2021	\$268.12
00164	MCKESSON MEDICAL-SURGICAL INC	12/30/2021	\$304.08
00164	MCKESSON MEDICAL-SURGICAL INC	12/21/2021	\$304.14
00164	MCKESSON MEDICAL-SURGICAL INC	12/18/2021	\$304.98
00164	MCKESSON MEDICAL-SURGICAL INC	12/28/2021	\$344.54
00164	MCKESSON MEDICAL-SURGICAL INC	12/26/2021	\$368.25
00164	MCKESSON MEDICAL-SURGICAL INC	12/22/2021	\$389.59
00164	MCKESSON MEDICAL-SURGICAL INC	12/19/2021	\$474.10
00164	MCKESSON MEDICAL-SURGICAL INC	12/21/2021	\$522.50
00164	MCKESSON MEDICAL-SURGICAL INC	12/19/2021	\$534.21
00164	MCKESSON MEDICAL-SURGICAL INC	12/23/2021	\$541.64
00164	MCKESSON MEDICAL-SURGICAL INC	12/29/2021	\$585.86
00164	MCKESSON MEDICAL-SURGICAL INC	12/16/2021	\$607.08
00164	MCKESSON MEDICAL-SURGICAL INC	12/28/2021	\$620.26
00164	MCKESSON MEDICAL-SURGICAL INC	1/4/2022	\$1,103.07
00164	MCKESSON MEDICAL-SURGICAL INC	12/29/2021	\$1,150.28
00164	MCKESSON MEDICAL-SURGICAL INC	1/3/2022	\$1,159.90
00164	MCKESSON MEDICAL-SURGICAL INC	1/3/2022	\$1,254.92
00164	MCKESSON MEDICAL-SURGICAL INC	1/1/2022	\$1,280.32
00164	MCKESSON MEDICAL-SURGICAL INC	12/29/2021	\$1,319.79
00164	MCKESSON MEDICAL-SURGICAL INC	12/23/2021	\$1,451.65
00164	MCKESSON MEDICAL-SURGICAL INC	12/30/2021	\$1,516.04
00164	MCKESSON MEDICAL-SURGICAL INC	12/26/2021	\$1,789.40
00164	MCKESSON MEDICAL-SURGICAL INC	12/30/2021	\$4,200.00
00164	MCKESSON MEDICAL-SURGICAL INC	12/24/2021	\$4,986.87
00164	MCKESSON MEDICAL-SURGICAL INC	12/22/2021	\$12,333.00
00164	MCKESSON MEDICAL-SURGICAL INC	12/27/2021	\$12,333.00
00164	MCKESSON MEDICAL-SURGICAL INC	12/27/2021	\$12,333.00

10235	MOBILE DRUGSCREENING SERVICES	12/14/2021	\$190.00	5 RANDOM DRUG SCREENS
10397	NEILANDS, GARYELLE	1/7/2022	\$1,350.00	18 PT PATIENTS
10065	NEWLIGHT HEALTHCARE LLC	12/31/2021	\$11,500.00	
10069	OFFICE DEPOT	12/23/2021	\$12.25	
10069	OFFICE DEPOT	1/10/2022	\$16.99	
10069	OFFICE DEPOT	1/11/2022	\$31.99	
10069	OFFICE DEPOT	12/30/2021	\$182.96	
10069	OFFICE DEPOT	11/23/2021	\$257.09	
78	OLIVER, HALIE	1/4/2022	\$3,150.00	18 PT PATIENTS
10141	OPTUM	12/6/2021	\$297.12	NOV INSURANCE CLAIMS
10237	OTT TO PRINT GREEN	12/23/2021	\$1,326.00	
10463	PCnet	12/21/2021	\$240.00	
10463	PCnet	1/7/2022	\$285.00	
10463	PCnet	12/29/2021	\$545.00	
10463	PCnet	1/4/2022	\$762.50	
10071	PENMAN SERVICES LTD	12/31/2021	\$560.91	
10196	POSITIVE PROMOTIONS, INC.	12/16/2021	\$440.84	
10472	POWLESS, TANNER	12/31/2021	\$600.00	STORAGE CLEANOUT
10391	PRINCIPAL LIFE INSURANCE COMPANY	12/17/2021	\$2,200.51	\$1,383.59 - HOSPITAL PORTION
10440	REED+CLAYMON	12/15/2021	\$373.00	LEGAL SERVICES
00176	RXPREFERRED BENEFITS	12/31/2021	\$250.98	340 B PROCESSING
10392	SHIFFLETT, KELSIE	1/2/2022	\$400.00	OT SERVICES
10361	SONO ART LLC	12/31/2021	\$790.00	3 ULTRASOUNDS, 2 ECHOS
10361	SONO ART LLC	12/15/2021	\$855.00	5 ULTRASOUNDS, 1 ECHO
00015	SPBS INC	12/22/2021	\$2,338.00	EQUIPMENT INSPECTION
10084	SPRINGHOUSE WATER	12/31/2021	\$0.46	
10084	SPRINGHOUSE WATER	12/30/2021	\$54.99	
10086	STERICYCLE INC	12/31/2021	\$688.75	
10016	SUPERIOR VISION OF TEXAS	12/15/2021	\$303.68	\$194.37 - HOSPITAL PORTION
10375	TAMARA DELACRUZ	12/27/2021	\$100.00	OT SERVICES
10375	TAMARA DELACRUZ	1/2/2022	\$300.00	OT SERVICES
10088	TEXAS HOSPITAL INSURANCE EXCHANGE	12/17/2021	\$6,544.00	2022 INSURANCE RENEWAL
10090	THE DRUG STORE	1/2/2022	\$27.01	
10090	THE DRUG STORE	1/2/2022	\$271.25	
10473	THROCKMORTON CHAMBER	12/15/2021	\$150.00	BUSINESS MEMBERSHIP
10474	THROCKMORTON COUNTY SHERIFF	11/24/2021	\$20.00	LED ROAD FLARES
17	THROCKMORTON ISD	1/12/2022	\$132.62	EMS HOUSE WATER & ELECTRIC
17	THROCKMORTON ISD	1/12/2022	\$550.00	EMS HOUSE RENT
10446	TXU ENERGY	12/22/2021	\$1,344.53	
10425	VERNON COLLEGE	12/26/2021	\$2,853.00	S. JACKSON TUITION

10445	VERNON COLLEGE BOOKSTORE	12/26/2021	\$353.70	S. JACKSON BOOKS
10116	VOSS, KINSI	12/9/2021	\$85.84	TSA MILEAGE REIMB.
10462	WAGNER SUPPLY COMPANY	12/13/2021	\$400.38	
21	WEST TEXAS RURAL COUNTIES ASSOCIATION	1/1/2022	\$38,918.00	COUNTY INS RENEWAL
10097	WILLIS SUPPLY	1/5/2022	\$576.30	
10098	WINDSTREAM	12/27/2021	\$28.33	
10098	WINDSTREAM	12/27/2021	\$138.33	
10098	WINDSTREAM	12/31/2021	\$1,471.11	
10099	XEROX CAPITAL SERVICES LLC	12/13/2021	\$25.00	
10099	XEROX CAPITAL SERVICES LLC	12/13/2021	\$25.00	

GRAND TOTAL:

\$289,688.74

TCMH Payroll		
	Payroll #: 2126	Payrol #: 2201
EMPLOYEE		
LaJuanna Atkinson	\$1,760.19	\$1,927.91
Craig Beasley	\$5,094.13	\$7,470.04
Karla Benson	\$1,513.66	\$1,206.24
Kathy Benson	\$465.15	\$446.89
Billy Boyd	\$2,035.77	\$1,991.82
Katrina Briles	\$748.95	\$550.48
Chelsea Carlile	\$254.54	\$253.89
Leslie Chambers	\$869.16	\$881.82
Stacy Clark	\$947.23	\$1,036.96
Melissa Cramer-Mclain		
Tiffany Crow	\$1,912.75	\$2,516.03
Geneva Dean	\$1,053.29	\$1,504.96
Tonya DeSautel	\$1,483.78	\$1,977.48
Carla Dormier	\$536.74	\$899.27
Shelby Elliott	\$300.42	\$123.81
Kristina Escalon		
Sandy Escalon	\$1,624.55	\$1,295.22
Lauren Everett	\$1,060.24	\$702.81
Kirby Gober	\$1,030.05	\$1,033.13
Melanie Gober	\$161.99	\$490.08
Erica Gonzales	\$380.82	
Tina Hantz	\$2,280.60	\$2,431.28
Calvin Hargrove	\$202.94	
Katie Harrison	\$381.50	\$175.84
Mary Hernandez	\$2,348.09	\$1,983.82
Caleb Hodges	\$1,867.30	\$1,408.68
Kelby Hodges	\$1,284.57	\$1,869.46
Sarah Ibarra	\$1,322.49	\$1,211.54
Brandon Jackson		\$491.97
Rhonda Jackson	\$738.36	\$1,837.29
Spencer Jackson	\$667.56	\$957.54
Lauren King	\$544.58	\$995.61
Randy King	\$3,370.68	\$3,381.50
Mindy Land	\$241.54	
Linda Latham	\$2,956.86	\$2,077.90
Susan Leal	\$1,282.89	\$964.54
Dobbi Makovy	\$1,054.79	\$1,046.23
Shelby Marrow	\$395.08	\$165.68
Lauren McEwen	\$4,305.50	\$2,586.66
Meagan Mickalson	\$488.40	\$345.76
Amber Myer	\$1,423.32	\$2,147.55
Shelly Navarro	\$827.42	\$1,243.48

Charlotte Norman	\$916.60	\$1,029.91
Marilyn Nutt	\$627.98	\$627.98
Dalayna Riddle	\$196.64	\$381.15
Julie Scott	\$1,076.21	\$1,189.10
Shannon Shahan	\$1,947.91	\$1,292.58
Amanda Shepherd	\$631.33	\$648.82
Wanda Skiles	\$1,492.92	\$1,728.91
Kathy Thorp	\$122.36	\$140.38
Kinsi Voss	\$3,369.92	\$3,470.67
Lynda Wadsworth	\$590.41	\$819.92
Whitney Waller	\$375.45	
Armenta K Wright	\$1,366.20	\$1,584.37
Total:	\$63,931.81	\$66,544.96

Rolling 12 Month Census 2020-2021

	2020		2021											
ADMISSIONS:	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug	Sept.	Oct.	Average	
INPATIENT	2	2	3	1	4	6	2	1	1	1	5	3	2	2.5
OBSERVATION	4	0	3	2	2	2	1	2	4	2	2	0	1	1.9
SWINGBED	1	2	1	3	2	1	1	3	1	3	1	0	1	1.5
RESPIRE	0	0	0	1	0	0	0	0	0	0	0	0	0	0.1
HOSPICE	0	1	0	0	0	0	0	0	0	1	0	0	0	0.2
TOTAL ADMISSIONS:	7.0	5.0	7.0	7.0	8.0	9.0	4.0	6.0	6.0	7.0	8.0	3.0	4.0	6.2
PATIENT DAYS:														
INPATIENT	10	6	7	3	8	16	7	3	2	6	15	10	6	7.6
OBSERVATION	5	0	3	4	2	2	1	2	6	3	2	0	1	2.4
SWINGBED	16	20	21	20	23	2	19	39	19	41	13	0	3	18.2
RESPIRE	0	0	0	5	0	0	0	0	0	0	0	0	0	0.4
HOSPICE	0	1	0	0	0	0	0	0	0	9	0	0	0	0.8
TOTAL PATIENT DAYS:	31.0	27.0	31.0	32.0	33.0	20.0	27.0	44.0	27.0	59.0	30.0	10.0	10.0	29.3
INSURANCE CLASSIFICATIONS:														
MEDICARE	4	2	3	6	6	4	2	5	6	6	4	1	2	3.9
MEDICAID	0	0	0	0	0	0	0	0	0	0	0	0	0	-
COMMERCIAL INS.	3	1	4	0	0	3	2	1	0	0	4	1	1	1.5
NO INSURANCE	0	2	0	1	2	2	0	0	0	1	0	1	1	0.8
Total Admissions:	7.0	5.0	7.0	7.0	8.0	9.0	4.0	6.0	6.0	7.0	8.0	3.0	4.0	6.2
Insurance Days:														
MEDICARE	27	21	7	27	25	7	5	43	27	50	22	3	6	20.8
MEDICAID	0	0	0	0	0	0	0	0	0	0	0	0	0	-
COMMERCIAL INS.	4	2	24	0	0	10	22	1	0	0	8	3	3	5.9
NO INSURANCE	0	4	0	5	8	3	0	0	0	9	0	4	1	2.6
Total Patient Days:	31.0	27.0	31.0	32.0	33.0	20.0	27.0	44.0	27.0	59.0	30.0	10.0	10.0	29.3
ER'S	29	25	28	16	24	35	29	32	47	34	40	47	23	31.5
OUTPATIENTS	9	11	8	11	14	3	9	14	12	10	12	17	26	12.0
Total	38.0	36.0	36.0	27.0	38.0	38.0	38.0	46.0	59.0	44.0	52.0	64.0	49.0	43.5
Clinic	207	174	257	346	311	231	270	313	248	248	163	197	273	249.1
Labs	681	712	765	596	680	759	616	854	685	935	931	728	956	761.4
X-Ray	62	40	51	35	52	47	47	59	59	66	45	54	42	50.7
Ultrasound	2	3	3	5	9	12	5	4	5	5	5	5	4	5.2

THE STATE OF TEXAS)

COUNTY OF THROCKMORTON)

ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT ("**Agreement**") is entered into as of this 24th day of January, 2022 ("**Effective Date**") by and between Throckmorton County, Texas, whose address for purposes of this Agreement is Throckmorton ("**County**") and Inertia Wind Project, a Delaware limited liability company, whose address for purposes of this Agreement is 700 Universe Boulevard, Juno Beach, FL 33408, Attn: Development ("**Operator**").

RECITALS

WHEREAS, Operator is developing a commercial electrical generation facility named the Inertia Wind Project on a site located in Throckmorton and Haskell Counties, Texas (the "**Project**"); and

WHEREAS, Operator intends to obtain the necessary approvals to build, operate and maintain the Project, and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "**Roads**") over which it may be necessary for Operator and Operator's Representative(s) to, among other things: (i) transport heavy equipment and materials which may be in excess of local design limits of certain Roads, (ii) transport locally sourced materials, such as concrete and gravel, on the Roads; (iii) make specific modifications and improvements (both temporary and permanent) to the Roads (including various associated culverts, bridges, road shoulders and other fixtures) to permit such equipment and materials to pass; and (iv) place overhead and underground electrical and communication cables (collectively "**Cables**") for the Project adjacent to, along, under or across such Roads; and

WHEREAS, Operator and the County wish to set forth their understanding and agreement relating to the use of Roads during the construction and operation of the Project; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. The term of this Agreement shall begin upon its execution and expires one year following commercial operations.
2. Operator will undertake the following activities in accordance with the terms of this Agreement:

THE STATE OF TEXAS)

COUNTY OF THROCKMORTON)

ROAD USE AND MAINTENANCE AGREEMENT

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TERMS AND CONDITIONS

1. The term of this Agreement shall begin upon its execution and expires one year following commercial operations.
2. Operator will undertake the following activities in accordance with the terms of this Agreement:

a. Designate a company representative with authority to represent Operator. As of the date of the Agreement, the company representative is Brian Burns and Victor Lopez at Nextera Energy Resources.

b. At least fifteen (15) days prior to beginning construction of the Project, provide the County with a preliminary site plan identifying improvement locations, site access points, and road crossings, to be attached as **Exhibit A**, along with the preliminary transportation route for the Project equipment attached as **Exhibit B**, subject to amendment;

c. Provide plans to the County for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by Operator during construction of the Project; make any necessary improvements; and at the conclusion of construction, remove any such improvements as the County directs and restore the affected property to its original condition;

d. Notify the designated County representative in advance of all oversize transportation and crane crossings over, across or along any Road;

e. Transport or cause to be transported the oversize loads in a reasonable effort to minimize adverse impact on the local traffic;

f. Provide reasonable advance notice to the County when it is necessary for a Road to be closed due to a crane crossing or for any other reason relating to the construction of the Project. Notwithstanding the foregoing, Operator will provide no less than twenty-four (24) hours notice when reasonably practicable and will provide all materials necessary to close the Road;

g. Provide signage of all road closures and work zones in compliance with the Manual on Uniform Traffic Control Devices and as may be required by the County;

h. Purchase and deliver applicable road materials for repairs to Roads that are damaged by Operator and/or a Operator Representative during the hauling of materials and/or construction of the Project and bear the reasonable costs to restore any Roads that are damaged by Operator and/or a Operator Representative during the hauling of materials and/or construction of the Project to the condition enjoyed immediately prior to such damage occurring, to the extent reasonably possible;

3. The County, in accordance with the terms of this Agreement, agrees that it shall:

a. Within fifteen (15) days following the Effective Date of this Agreement, designate in writing via e-mail, regular mail or other written communication a County representative(s) with authority to represent the County providing name, telephone, e-mail address for representative(s);

b. Timely perform routine and regular maintenance of the Roads including: grading, striping, routine signage, and regularly scheduled maintenance and repair. During the construction of the Project, Operator shall perform daily maintenance of the Roads, as necessary.

a. Indemnity.

1. Parties agree the County is governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, of the Texas Civil Practice and Remedies Code which sets limits of liability for certain causes of action. County warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act. Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and such other Party's mortgagees, lenders, officers, employees and agents (the "**Indemnified Party**") against any and all losses, direct or indirect damages (including consequential damages), claims, expenses, and other liabilities, including, without limitation, attorneys' fees, resulting from or arising out of (i) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party, or (ii) any breach of this Agreement by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or willful act or omission on the part of the Indemnified Party. Each party is solely responsible for the actions and omissions of its employees and officers. The County does not waive or relinquish any immunity or defense on behalf of itself, its commissioners, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

2. Operator agrees to indemnify and save harmless County from any claim, action, liability, loss, damage or suit arising or resulting from Operator's use of or operation on the Roads.

b. Limitations of Liability. In no event shall Operator or any of its members, officers, directors or employees or the County or any of its Boards, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other Party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

c. Required Insurance. Operator shall upon commencement of construction of the Project and for the period of construction of the Project, maintain in full force and effect commercial general liability insurance, in the aggregate amount equal to Three Million Dollars (\$3,000,000). Operator may utilize any combination of primary and/or excess insurance to satisfy this requirement and may satisfy this requirement under existing insurance policies for the Project.

5. End of Project Life

Should Operator decide to substantially disassemble and/or abandon the Project and the result of such activity would require use of the Roads, Operator agrees to return the Roads to the same or better condition than they were on the day the end of Project began, with all costs associated to be borne solely by Operator.

6. Miscellaneous

a. Remedies and Enforcement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "**Defaulting Party**"), which default is not caused by the Party seeking to enforce said provisions (the "**Non-Defaulting Party**") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to seek specific performance and/or injunctive relief to remedy or prevent any breach or threatened breach of this Agreement. The remedies of specific performance and/or injunctive relief shall not be exclusive of any other remedy available at law or in equity.

b. Due Authorization. Operator hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Operator. The County hereby represents, and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

c. Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable a provision shall be deemed added as may be possible to accurately reflect the intentions of the Parties and so as to make the unenforceable provision legal, valid, and enforceable.

d. Amendments. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties to this Agreement.

e. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the Parties hereto at the addresses set forth in the Preamble (or to such other address as either such Party shall designate in writing to the other Party at any time).

f. Assignment. This Agreement may not be assigned without the written consent of the Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Operator may assign this Agreement to its affiliates and may collaterally assign this Agreement to any lender in support of the Project.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of an originally signed counterpart to this Agreement.

h. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, irrespective of any conflict of laws or provisions.

Both parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all laws.

i. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives.

j. Invalid Terms. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

k. Waiver. Failure of County or Operator to insist on strict performance of any of the conditions or provisions of this Agreement, or to exercise any of their rights hereunder, shall not waive such rights.

l. Approval. Whenever in this Agreement the approval or consent of either County or Operator is required or contemplated, unless otherwise specifically stated, such approval or consent shall not be made the subject of a demand for additional compensation, nor otherwise unreasonably conditioned, withheld or delayed.


m. Litigation. In any litigation arising from or related to this Agreement, the parties hereto each hereby knowingly, voluntarily and intentionally waive the right each may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement. The parties agree that venue for any dispute or matter arising under this Agreement shall lie in Throckmorton County, Texas.

*[remainder of page intentionally left blank]
signatures begin on following page*


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers.

Operator:

Inertia Wind Project,
a Delaware limited liability company

By: 
Anthony Pedroni, Vice President

County:

By: 
County Judge

ATTEST:

By: , County Clerk

Approved as to Form:

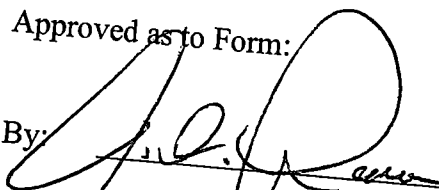
By: 
County Attorney

EXHIBIT A

Site Plan

EXHIBIT B

Transportation Route

TAX ABATEMENT AGREEMENT
Between
THROCKMORTON COUNTY, TEXAS and INERTIA WIND PROJECT LLC

This Tax Abatement Agreement (this "Agreement") is entered into by and between Throckmorton County, Texas (the "County") duly acting herein by and through its County Judge, and Inertia Wind Project LLC, a Delaware limited liability company (together with its successors and assigns, "Owner"). This Agreement shall have an "Effective Date" of January 24, 2022.

Recitals:

A. Election to Participate in Tax Abatement. On or about June 22, 2020, the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") adopted an order stating that the County had elected to become eligible to participate in tax abatements pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, as amended (herein referred to as the "Act").

B. Adoption of Tax Abatement Guidelines and Criteria. On or about June 22, 2020, the Commissioners Court approved guidelines and criteria governing tax abatement agreements entered into by the County (hereinafter referred to as the "Guidelines").

C. Public Hearing on Designation of Reinvestment Zone. On October 25, 2021, the Commissioners Court conducted a public hearing on the advisability of designating the Throckmorton County Reinvestment Zone 2021-1, which public hearing was preceded by notice published on October 8, 2021, in the Throckmorton Tribune, a newspaper of general circulation within Throckmorton County, Texas.

D. Designation of Reinvestment Zone. On October 25, 2021, following the conclusion of the public hearing, the Commissioners Court passed and approved an *Order Approving Motion for Designation of Throckmorton County Reinvestment Zone*, which was executed by the County Judge and the County Commissioners and attested by the County Clerk, and designates all or portions of the tracts of land described therein as the Throckmorton County Reinvestment Zone 2021-1 (herein, the "Reinvestment Zone").

E. Agreement Consistent with the Act and Guidelines. The Commissioners Court has concluded that the Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Agreement, and the terms of this Agreement: (i) are consistent with the requirements of the Act and the Guidelines or, to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with TEX. TAX CODE §312.002(d), that this Agreement should be entered into notwithstanding any such inconsistency; provided, this Agreement shall control in the event of any conflict between the terms of this Agreement and the Guidelines, and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

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

ARTICLE 1. IMPROVEMENTS

1.1. Timing of Improvements. Owner estimates that construction of the Improvements will begin by April 1, 2022, and will be substantially completed by December 31, 2022, where “substantially completed” means that at least 60 megawatts of Capacity of the Improvements are installed and capable of producing electricity.

1.2. Improvements. Owner is constructing a wind energy facility that will be partially located within the Reinvestment Zone. Owner intends to construct, install, maintain, and operate, within the Reinvestment Zone, certain infrastructure and equipment necessary to develop, produce, convert, transmit, and distribute electricity generated from the wind resources located within the Reinvestment Zone, including, without limitation, at least 24 GE wind turbines with a nameplate capacity of at least 67 megawatts, and potentially including also above and below ground transmission, distribution, and collection lines; substations, interconnection facilities, and operation and maintenance buildings; meteorological and associated towers; and other infrastructure and equipment; all as installed by Owner or on behalf of Owner within the Reinvestment Zone (collectively the “Improvements”). Owner shall provide the County Judge with an “as-built” survey describing and depicting the location and type of all Improvements and other infrastructure and equipment located within Throckmorton County, Texas within 90 calendar days of the Commencement Date (defined herein). The Improvements shall have a Capacity (as defined herein) of at least 67 megawatts (the “Minimum Guaranteed Capacity”); however, in the event that the Improvements have a Capacity less than the Minimum Guaranteed Capacity, such circumstance shall not be a default under this Agreement so long as Owner pays the Annual PILOT Floor Amount specified in Section 2.3(b) of this Agreement. Notwithstanding the foregoing, only infrastructure, equipment, or property meeting the following criteria shall be included within the definition of Improvements: (i) the infrastructure, equipment, and property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) it must meet the definition of an improvement or personal property as provided in Chapter 1 of the Texas Tax Code and (iv) it must be constructed after the date this Agreement is approved by the Commissioners Court.

1.3. Spacing of Wind Turbines. Owner shall not erect any Improvements within: (i) 1,000 feet from an occupied residence unless the occupant of the residence has agreed in writing; or (ii) within 200 feet of a property line/boundary unless Owner owns or has a leasehold right over the real property on either side of the property line/boundary or unless the owner of the real property that Owner does not own, or lease agrees in writing.

1.4. Plans and Specifications, Governmental Requirements and Workmanship. All Improvements shall be constructed and installed in accordance with plans and specifications (the “Plans and Specifications”) prepared by an engineer or architect licensed in Texas and in accordance with all federal, state, and local laws, rules, ordinances, statutes, or regulations; provided, however, that Owner shall not be in default under this Agreement, even if a fine or

penalty has been levied against Owner by a governmental agency, if: (i) Owner has undertaken commercially reasonable efforts to remedy any violation; or (ii) Owner properly contests whether a violation has occurred. Owner shall take such steps as are reasonably necessary to see that all work on the Improvements is completed in a good and workmanlike manner. The County shall have the right to review the Plans and Specifications to determine compliance with this Agreement and to inspect the Improvements in accordance with Section 3.6 below.

ARTICLE 2. TAX ABATEMENT

2.1. Tax Abatement Granted. Conditioned upon Owner's compliance with the terms of this Agreement, County agrees to abate one hundred percent (100%) of all property taxes levied by the County (inclusive of M&O, I&S, and other taxes) on the Improvements during the Abatement Period (hereinafter defined). Tax Abatement will not be granted for any property not located within the Reinvestment Zone or for property not eligible for tax abatement pursuant to the Texas Tax Code.

2.2. Abatement Period; Commencement Date; Term of Agreement. Owner may elect in writing to begin the Abatement Period on either January 1 of 2023 or 2024. The date elected by Owner to commence tax abatement under this Agreement is hereinafter referred to as the "Commencement Date." The period in which taxes are abated under this Agreement (the "Abatement Period") will begin on the Commencement Date and will terminate on December 31 of the tenth (10th) anniversary of the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve either party of any unperformed covenants, obligations, or payments owing to the other as of the date the Agreement is terminated. **Owner shall provide the County with written notice of its election with respect to the Commencement Date not later than December 1 of the year preceding the Commencement Date elected by Owner. Owner's notice of its election to commence tax abatement shall be sent in the manner required by Section 8.1 of this Agreement to the County Judge (at the address specified in Section 8.1) and to the Throckmorton County Appraisal District at 144 N. Minter Ave., Throckmorton, Texas 76483. Tax abatement will not commence under this Agreement in the absence of the notice from Owner.**

2.3. Payments In Lieu of Taxes. As consideration for the abatement granted by County under this Agreement, Owner agrees to timely perform all covenants undertaken by Owner pursuant to the terms of this Agreement including the making of an annual payment in lieu of taxes (the "Annual PILOT") to the County for each year during the Abatement Period.

(1) Due Date. The Annual PILOT required by this Agreement must be paid to the County Treasurer not later than January 31 of the year following the year for which the Annual PILOT is payable. By way of illustration, an Annual PILOT that is due with respect to calendar year 2023 will be due and payable no later than January 31, 2024.

(2) Amount & Calculation of the Annual PILOT. The amount of the Annual PILOT for each year during the Abatement Period will be equal to 50% of all property taxes abated by this Agreement. By way of illustration, if the property taxes for the first year of the Abatement

Period in the absence of this Agreement would be \$616,841.44, then the Annual PILOT for the first year of the Abatement Period would be \$308,420.72. Notwithstanding the foregoing, the amount of the Annual PILOT shall, in no event, be less than \$142,500.00 (the "Annual PILOT Floor Amount").

(3) Capacity. As used in this Agreement, the term "Capacity" shall mean the installed amount of the manufacturer's nameplate electric generating capacity of the Improvements, expressed in megawatts, regardless of the amount of electricity that is actually produced or sold. The Capacity shall be determined as of January 1 of each year during the Abatement Period. As a part of the Annual Certification, pursuant to Section 3.7 below, the individual who is an authorized officer of Owner shall prepare, and file, with the Commissioners Court and the Chief Appraiser of the Throckmorton County Appraisal District a sworn statement of the Capacity of the Improvements not later than January 31 of each year during the Abatement Period. If a dispute arises between the County and the Owner as to the Capacity of the Improvements and (i) the Throckmorton County Central Appraisal District ("Appraisal District"), as a part of its determination of the value of the Improvements, has made a determination of the Capacity for the year in which the dispute arises, then the determination of the Appraisal District shall be binding upon the parties or (ii) if the Appraisal District has made no determination as to the Capacity, the parties, in the absence of an agreement on the dispute, may seek a declaratory judgment on the matter pursuant to Chapter 37 of the Texas Civil Practice and Remedies Code.

(4) Charitable Contribution. Following the Commencement Date, as additional consideration for this Agreement, Owner agrees to make an annual contribution to certain Throckmorton County charitable organization(s) designated by the Commissioners Court in an aggregate amount of Twenty-Five Thousand and No/100 Dollars (\$25,000) with such contribution being due and payable on or before January 31 of each calendar year during the Abatement Period. The Commissioners Court shall designate such charitable organizations by written notice delivered to Owner no later than the December 31 preceding each January 31 contribution due date. If the Commissioners Court does not designate a donee, Owner shall make the annual contribution to the preceding year's donee or, if none, to a charitable organization of Owner's choice that is described in Section 501(c)(3) of the Internal Revenue Code and performs substantial charitable operations in the County. If more than one charitable organization is designated by the Commissioners Court, the designation shall specify the amount of the contribution to be made to each organization, not to exceed \$25,000 in the annual aggregate. All such designations by the Commissioners Court shall identify that each respective contribution is being made by Owner.

(5) Annual PILOT in Lieu of Taxes. The parties agree that each Annual PILOT will be in lieu of any property taxes with respect to the Improvements which would otherwise be owed by Owner to the County for any year during the Abatement Period.

2.4. Conditions to Tax Abatement. The tax abatement granted by this Agreement is expressly conditioned upon the following conditions which must be satisfied throughout the entire term of this Agreement and with which Owner agrees to comply with at all times, subject, however, to the notice and cure rights of Owner set forth in Article 5 hereof:

(1) Construction of the Improvements. Owner's timely construction of the Improvements in accordance with this Agreement.

(2) Operations. Owner's operation of the Improvements in accordance with this Agreement, including the provisions of Section 3.5 below.

(3) Compliance with this Agreement. Owner's compliance with all covenants and obligations undertaken by Owner pursuant to the terms of this Agreement.

(4) Accuracy of Representations. The accuracy and truthfulness of the representations by Owner contained in this Agreement as of the date this Agreement is executed and throughout the term of this Agreement.

(5) Payment of Taxes. The payment by Owner, prior to delinquency, of all taxes levied by the County, any other taxing unit within the County, the State of Texas or the United States of America assessed based on the value of, or levied against, the Improvements. It shall not be a violation of this provision if the party who is assessed the tax in good faith protests the levy or assessment of a particular tax by the timely filing of appropriate proceedings to prosecute a protest or contest of the tax, makes payment of the disputed tax during such protest or contest as required by applicable law, and pays the tax, as finally determined, prior to delinquency as required by applicable law.

(6) Annual Applications. Owner shall comply with the provisions of TEX. TAX CODE §11.43 and timely file any required application for exemption required by that statute.

(7) Continued Operations following Abatement. Owner agrees to continue commercially reasonable operation of the Improvements, which may include outages for market-related circumstances, curtailment, repair, maintenance and refurbishment, for a period of seven (7) years after the end of the Abatement Period (the "Continued Operations Period") at a Capacity not less than 90% of the Capacity at which the Improvements operated, on average, during the 10th year of this Agreement. In addition to any other remedies available to the County pursuant to this Agreement or applicable law, upon any breach of this covenant as determined by a final judgment by a court of competent jurisdiction, the County shall be entitled to recapture the *ad valorem* taxes abated under the terms of this Agreement as provided in Section 5.4(1) below.

ARTICLE 3. COVENANTS APPLICABLE TO CONSTRUCTION AND OPERATIONS AFTER CONSTRUCTION

During the Abatement Period and the Continued Operations Period, the Owner agrees to the following:

3.1. Job Creation. Owner agrees to provide not fewer than one (1) new full-time job in connection with the operation of the Improvements either through direct employment by Owner or through employment by an Affiliate or Subsidiary of Owner, or by contractors or service

providers engaged to provide goods or services in connection with the construction of the Improvements and thereafter in the course of operating the Improvements.

3.2. Road Repair. Owner and its contractors and service providers shall have the right to use all County roads subject to these conditions. No county road will be used in a manner that does not allow other traffic access over the roadway without the County's prior consent. Owner shall repair any damage to County roads caused by Owner or Owner's contractors or suppliers and shall return such roads to the condition such roads were in prior to their use by Owner or Owner's contractors or suppliers.

(1) All such repairs by Owner, including the widening of roads pursuant to subsection (3) below, shall have the prior approval of the County and shall be done in accordance with the standards and specifications for road repair generally used by the County for other county roads.

(2) Notwithstanding any provision regarding notice and opportunity to cure to the contrary in Article 5 of this Agreement, if this covenant for road repair by Owner cannot be performed by Owner or in the event Owner fails to perform this covenant within 30 days of a demand that it do so from the County, then the County may perform the road repair required of Owner pursuant to this section and Owner agrees to reimburse the County for its reasonable and necessary costs in repairing such roads. The County's cost for such repairs shall be determined using the applicable rates used by the Federal Emergency Management Administration for equipment and personnel and the County's actual cost of materials. Owner agrees to pay the cost of any such repairs within 30 days of the date Owner is billed for such services by the County.

(3) Owner may not widen or change the course of any County road without the consent of the County, which consent shall not be unreasonably withheld, conditioned, or delayed so long as Owner is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require Owner to take any other precautions and covenants which may be commercially reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. Owner agrees to obtain any necessary permission or right from private property owners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed.

3.3. Insurance. During the Abatement Period and the Continued Operations Period, Owner agrees to maintain in full force the following insurance coverage issued by insurance companies authorized to conduct business in the State of Texas:

(1) Commercial general liability coverage (including coverage for all equipment and vehicles) with aggregate limits of not less than \$5,000,000.00; and

(2) Worker's compensation coverage for all full-time employees to the extent required by Texas law, except that such coverage may be maintained by the actual employer of such employees if Owner is not the employer; and

(3) Casualty insurance in an amount equal to the full insurable value of the Improvements.

3.4. Safe Operations; Compliance with Governmental Requirements, Permits. Owner agrees to operate the Improvements in a reasonable, prudent and safe manner and in compliance with all rules and regulations of any governmental entity having jurisdiction of its operations and in accordance with any permits issued by any governmental agency or entity with respect to its operations. Owner shall not be in violation of this covenant if Owner remedies or properly addresses any violation, or alleged violation, of a governmental rule or regulation within the time period required by the governmental agency having jurisdiction of such matter.

3.5. Local Spending. Owner agrees it will comply with the requirements of this Section 3.5 regarding the use of contractors and vendors located in the County in the construction of the Improvements and the operation and maintenance of the Improvements; provided, this Section 3.5 does not require Owner to consider use of goods and services provided by local contractors or vendors where such local goods or services are not comparable in quality to those provided by nonresidents or where such goods and services are not available on terms and conditions (including price and bonding capacity) at least comparable to those offered by nonresidents. Comparable price is defined as 105% of the price offered by vendors who are not located or based in Throckmorton County. Notwithstanding the foregoing, the County acknowledges that Owner shall engage a nationally recognized wind energy facility contractor to act as the general contractor of the Improvements, and that Owner or such contractor shall procure specialty equipment, specialty services, and specialty materials, including but not limited to transformers, substation components, turbine components, and specialized construction and installation services, directly from the manufacturers or distributors of such equipment and materials and from service providers with specialized expertise in wind farm construction (such parties being the "Specialty Contractors"). The parties agree that such actions shall not in any way violate this Section 3.5. Owner agrees to designate a coordinator of local services who will act as a liaison between any individuals, businesses or contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Improvements. Additionally, Owner agrees to do the following:

(1) Not later than one month prior to the start of construction of the Improvements, or such lesser period as is feasible in light of the Effective Date relative to the start of construction (but in no event less than 21 calendar days prior to the start of construction), Owner's general contractor will hold a job fair in Throckmorton, Texas advertising construction employment positions and soliciting those persons or firms that are interested in selling goods or providing services with respect to the construction of the Improvements. No later than two weeks prior to the job fair, Owner or Owner's general contractor shall publish a notice in the *Throckmorton Tribune* announcing the date, time and location of the job fair and the procedure for application. Owner or Owner's general contractor shall distribute applications for employment, goods, and services that it receives at the job fair to the general contractor and various subcontractors for consideration. Owner or Owner's general contractor will compile, and maintain throughout the construction process, a list of local prospective employees, vendors, contractors and service providers interested in participating in the construction process.

(2) Prior to filling the first full-time position (excepting internal transfer and promotions) for the on-site operation of the Improvements, Owner shall publish notice of the position in the *Throckmorton Tribune* describing the position and the procedure for application. Any position requiring more than 35 hours per week shall be considered full time. If Owner violates the publication requirement in this subsection 3.5(2), Owner agrees, within 30 days of receiving a written demand from the County that it do so, to pay the County a sum equal to 10% of gross annual salary of the position that was filled without notice. This payment shall be the County's sole remedy for any violation of this subsection 3.5(2).

(3) Except for the selection of Specialty Contractors, Owner's general contractor shall use commercially reasonable efforts to maximize the use of, subcontractors, and service providers located in the County when awarding bids related to the construction of the Improvements. In determining whether a particular contractor, subcontractor or service provider is qualified, Owner may consider, in its sole discretion: (i) such person or firm's bonding capacity, (ii) financial and staffing capacity to carry out the work, (ii) expertise and experience, (iv) the requirements of any manufacturer with respect to the particular aspect of the work for which the person or firm is being considered; and (v) integrity, responsibility and reliability. In the same manner and subject to the same exercise of discretion, Owner shall request that the general contractor use commercially reasonable efforts to maximize the use of contractors, subcontractor, and service providers located in County when awarding bids related to the construction of the Improvements.

3.6. Inspections. As required by TEX. TAX CODE §§312.402(a-2) and 312.205(a)(2), the County shall have the right to inspect the Improvements subject to the following:

(1) Right to Inspect, Obtain Information. Subject to the further provisions of this Section 3.6, at all times during the term of this Agreement, the County, acting through its officers or a designated agent or employee, shall have reasonable access to the Improvements and the Improvements: (i) to verify that the Improvements are constructed in accordance with the Plans and Specifications and conditions of this Agreement, (ii) to verify that the Improvements are operated in a manner consistent with this Agreement, (iii) to verify compliance with the terms of this Agreement and the truth of any representations made by Owner pursuant to the terms of this Agreement, (iv) to determine the Capacity, (v) to obtain, or verify, information reasonably necessary to ascertain the Certified Appraised Value (as defined herein) of the Improvements, or (vi) any other fact or circumstance pertinent to the performance of this Agreement.

(2) Conduct of Inspections. The County agrees to provide Owner with at least 48 hours advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted in a manner that will not unreasonably interfere with the construction or operation of the Improvements. All such inspections shall be made with one or more representatives of Owner and in accordance with all applicable governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents, or employees of the County or the Appraisal District. Nothing herein shall be construed to limit or

diminish the authority of the County or the Appraisal District to conduct inspections or obtain information under applicable law.

3.7. Annual Certification. As required by TEX. TAX CODE §312.402(a-2) and 312.205(a)(6), on or before January 31 of each calendar year that this Agreement is in effect Owner shall certify to the County its compliance with all material provisions of this Agreement. This annual certification (the "Annual Certification") shall contain a statement, sworn to by the individual who is an authorized officer of Owner, stating that Owner is following such material terms of this Agreement as well as a statement regarding the Capacity as required by Section 2.3(c) above.

3.8. Determination of Value. The parties recognize that in accordance with applicable law, the Chief Appraiser of the Appraisal District shall annually determine the Certified Appraised Value of all real and personal property making up the Improvements without regard to the abatement granted by this Agreement and the Certified Appraised Value of such property after applying the abatement granted this Agreement. The Chief Appraiser shall then record both values in the appraisal records. The value of the Improvements without regard to the abatement shall be used to compute the amount of abated taxes that are required to be recaptured and paid to the County in the event recapture of such taxes is required by this Agreement or applicable law. During the term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Appraisal District with such information as is required by applicable law (including Chapter 22 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement. The Appraisal District will determine the values required herein in any manner permitted by applicable law, but without limitation of Owner's rights in Section 3.9 hereinbelow.

3.9. Owner's Right of Protest. Nothing in this Agreement shall limit Owner's right to protest and contest any appraisal or assessment of the Improvements in accordance with applicable law. The abatement to which Owner is entitled will be governed by the values finally determined in proceedings relative to any such protest or contest by Owner.

3.10. Use of Improvements. As required by TEX. TAX CODE §§312.402(a-2) and 312.205(a)(3), the Improvements shall be used solely for the generation and distribution of electricity using wind powered turbines in furtherance of the County's development goals to achieve a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

3.11. Damage or Destruction of Improvements. If the Improvements, or any portion thereof, are destroyed or damaged by fire, windstorm or other causes, regardless of whether such causes are based upon an act or omission of Owner or an agent, employee or officer of Owner, Owner shall replace such items to the extent that such replacement or repair can be accomplished using all available insurance proceeds. The damage to, or destruction of, the Improvements, or any portion thereof, shall not relieve Owner from the duty to pay the Annual PILOT Floor Amount specified in Section 2.3(b) above.

3.12. Criteria for Insurance. The insurance policies required by Section 3.3 shall be issued by companies authorized to do business in the State of Texas and shall be rated "A" or

above by A.M. Best and Company or Standard and Poors or a comparable rating agency reasonably acceptable to the County.

ARTICLE 4. REPRESENTATIONS

4.1. By the County: The County represents that (i) the County has formally elected to be eligible to grant property tax abatements under Chapter 312 of the Tax Code; (ii) the Reinvestment Zone has been designated and this Agreement has been approved in accordance with Chapter 312 of the Texas Tax Code and the Guidelines and Criteria as both exist on the Effective Date; (iii) no interest in the Improvements is held, leased, or subleased by a member of the Commissioners Court; (iv) this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County.

4.2. By Owner. Owner hereby warrants and represents to the County:

(1) That Owner is a limited liability company properly organized under the laws of the state of its formation indicated in the introductory paragraph to this Agreement and in good standing and qualified to do business in the State of Texas.

(2) That Owner is not in default in the payment of any taxes owing to the federal, state or any local governmental units.

(3) That the governing person of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized by appropriate resolution or other action to undertake and perform all covenants undertaken by Owner pursuant to this Agreement.

(4) That there is no operating agreement, certificate of formation, governing document, or agreement between Owner and any third party which in any way limits Owner's authority to enter into this Agreement and perform all covenants and agreements set forth herein.

(5) That none of the tangible personal property that is intended to be a part of the Improvements located within the Reinvestment Zone is located within the Reinvestment Zone as of the Effective Date.

(6) To the best of Owner's knowledge and belief, and based solely upon Owner's evaluation of the Military Aviation Facilities identified on the Texas Comptroller's "Chapter 313 Exclusion Zone Online Mapping Tool" published on the Texas Comptroller's website, that no part of the Improvements will include a Wind-powered Energy Device located within 25 nautical miles of a Military Aviation Facility.

ARTICLE 5. DEFAULT; REMEDIES

5.1. Default In Constructing Improvements. If Owner fails to complete the Improvements in the manner, and within the time period, stated in this Agreement, and Owner's failure to comply with those provisions of this Agreement are not cured following notice to Owner pursuant to Section 5.3 below, Owner shall be in default under the terms of this Agreement. In the event of a default in the construction of the Improvements the County may terminate or cancel this Agreement and Owner shall pay to the County any property tax revenues (including penalties, interest, attorney's fees and costs) that would have been payable to the County in the absence of this Agreement for any portion of the Improvements that are constructed, but providing a credit to Owner for the sum of any Annual PILOTs paid to the date of the default.

5.2. Default In Operations, Payments, or Performance of Other Covenants. The occurrence of any of the following circumstances shall be an event of default under the terms of this Agreement:

(1) The Improvements are not operated in accordance with the material terms of this Agreement for the period of time required by this Agreement;

(2) Owner fails to timely pay any amounts owing to the County pursuant to this Agreement, including any ad valorem taxes owed to the County or any other taxing unit within the County, or fails to timely and properly follow applicable procedures for protest or contest of any such ad valorem taxes; or

(3) Owner fails to timely perform any material covenant, condition or agreement it has undertaken pursuant to the terms of this Agreement;

(4) Any representation made by Owner in Section 4.2 of this Agreement is untrue as of the Effective Date; or

(5) Owner fails to maintain continued operations in accordance with Section 2.4(g).

5.3. Notice, Right to Cure. Upon the occurrence of an event of default (including default under Sections 5.1 or 5.2 above), the County shall give the Owner written notice specifying the default. If Owner has not cured the default within 60 calendar days of receipt of notice from the County of the default, then the County shall be entitled to pursue any and all remedies available to the County as a result of the event of default; provided, in the event the default is incapable of being cured within 60 calendar days using reasonable business efforts, Owner may apply to County for an extension of the cure period for such period as is reasonably necessary to effect a cure, which request County will not unreasonably deny.

5.4. Remedies. If an event of default is not cured in accordance with Section 5.3 above, then the County may avail itself any of the following remedies:

(1) The recapture of all *ad valorem* taxes abated pursuant to the terms of this Agreement to the date of any default but providing a credit to Owner for the sum of the Annual PILOTs paid.

(2) The County shall be entitled to avail itself of any remedy available to it for the collection of property taxes under the Texas Tax Code or applicable law including: (i) the charging of interest on past due taxes, penalties, attorney's fees and costs (in each case in the amounts provided by the Texas Tax Code for charges in connection with delinquent property taxes) and (ii) the County shall have a lien which shall be equivalent to a tax lien created pursuant to TEX. TAX CODE §32.01. This lien shall attach to all taxable property as provided in TEX. TAX CODE §32.01 and shall have the same priority as a tax lien existing under TEX. TAX CODE §32.01.

(3) The County may cancel this Agreement, or the County and Owner may mutually modify this Agreement.

(4) Within 30 days of the date of a written demand by the County that it do so, Owner shall pay to the County an amount equal to the recapture amount specified in Section 5.4(1) together with penalties and interest as provided for in the Texas Tax Code, but providing a credit to Owner for the sum of the Annual PILOTs paid to the date of the default.

(5) Foreclose any of the liens described in this Section 5.4 above.

(6) File suit against Owner seeking a judgment for any amounts owed to the County under this Agreement or applicable law.

(7) If Owner files suit or takes other action available under applicable law to contest the County's assertion that a default has occurred and has not been cured or to contest the resulting amount payable from Owner to County (a "Contested Default"), the County may not exercise any remedy for default until 30 days following a final determination of the Contested Default in favor of County, including expiration of any rights by Owner to appeal an adverse final determination; provided, however, that Owner agrees to pay prejudgment and post judgment interest on any amounts due from the date of default through the final determination and until the amount due is paid to the County at a rate equal to the amount set forth by the state of Texas but in no event less than 5%, if and to the extent the adverse final determination does not otherwise obligate Owner to pay interest for all or any portion of such period pursuant to the terms of this Agreement.

The exercise by the County of any of the remedies provided in this Section 5.4 or 5.1 above shall not constitute an election of remedies and will not in any way limit the County's ability to exercise any other remedy available to it under this Agreement or applicable law.

5.5. No Abatement for Calendar Year of Default. If there is a default (other than a default pursuant to Section 5.1 above) that is not cured within the cure period, Owner shall not be entitled to abatement of taxes for the calendar year in which the default occurs and County may

terminate this Agreement. If a default continues over more than one day, it will be considered to have occurred on the date on which it first occurred.

5.6 Default by County. If Owner believes that County is in default of its obligations under this Agreement or if any alleged default by County is improper, Owner shall give County written notice specifying the default, and County shall cure such default within 90 days of the date of the notice from the Owner. After any uncured default by County, Owner may file suit in a proper court as permitted by this Agreement. OWNER'S SOLE REMEDY WILL BE A DECLARATION OF THE PARTIES' OBLIGATIONS UNDER THE AGREEMENT, REINSTATEMENT OF THIS AGREEMENT, AND SPECIFIC PERFORMANCE BY THE COUNTY.

ARTICLE 6. ASSIGNMENT

6.1. Notwithstanding Sections 6.3 – 6.6, so long as no default exists and is continuing at the time of the proposed assignment, the rights and responsibilities of Owner hereunder may be assigned in their entirety 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.

6.2. Notwithstanding Sections 6.3 – 6.6, so long as no default exists and is continuing at the time of the proposed assignment, the rights and responsibilities of Owner hereunder may be assigned in part to an Affiliate without County's prior consent provided that the Affiliate is added as a party to this Agreement and the Owner and Affiliate are jointly and severally liable hereunder. Owner shall provide notice to the County of any partial assignment to an Affiliate. Owner's partial 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.

6.3. Except as provided in Sections 6.1 and 6.2, so long as no default exists and is continuing at the time of the proposed assignment and Owner provides the information required under Section 6.4, and subject to the restrictions set forth in Sections 6.5 and 6.6, Owner shall have the right, after obtaining the County's written consent, such consent not to be unreasonably withheld, to assign, in whole or in part, any of its rights or obligations under the terms of this Agreement.

6.4. Information on Assignee to be Provided to County; Timing of Consent. In the event Owner proposes to assign all or any portion of its interest in the Improvements, Owner agrees to provide the County the Background Information (as defined in Section 7.2) on the proposed assignee. Owner agrees to reimburse the County for any expenses incurred, including, without limitation, reasonable attorney fees and legal expenses, by the County in obtaining or analyzing any of the Background Information, such total reimbursement not to exceed \$5,000.

6.5. County May Withhold Consent. The County may withhold its consent to a proposed assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the Agreement and pay the ad valorem tax assessments from Throckmorton County as they are made, or the proposed assignee cannot otherwise demonstrate its financial ability to abide by all terms and conditions set forth herein, (ii) the proposed assignee has a record of violations or defaults with respect to its operations of energy projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement, (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 6.6 below, or (iv) the assignee is a Non-taxable Entity. If the County reasonably requests additional information, the Owner and the prospective assignee agree to promptly disclose such information. The County shall advise Owner in writing of whether it consents to a proposed assignment not later than 30 days from the date the County is provided with all information required by Section 7.2. "Non-taxable Entity" shall mean any sale, transfer or assignment of the Improvements or any portion thereof or any interest therein to a person or entity whose ownership of the Improvements would be exempt from property taxation under applicable law.

6.6. Conditions to Assignment. Owner's assignment shall also be conditioned on the following:

(1) The execution and delivery to the County of an addendum to this Agreement, in a form substantially similar to this Agreement, wherein: (i) in the case of a partial assignment, it is executed by the Owner and the assignee and provides that each of them assume and agree to timely discharge all covenants and obligations under the terms of this Agreement and (ii) in the case of a full assignment, it is executed by the assignee and provides that assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement;

(2) Proof reasonably acceptable to the County (which may be in the form of an opinion of legal counsel of the County's choosing) that the assignee is authorized to sign the addendum and perform the covenants and obligations thereby undertaken;

(3) Payment, by the Owner or assignee, of all reasonable expenses actually incurred by the County in connection with the proposed assignment, including, without limitation, its reasonable and necessary attorney's fees in connection with the assignment, such total reimbursement not to exceed \$10,000;

(4) The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and

(5) Proof that the proposed assignee has obtained or will obtain the insurance coverage required by this Agreement.

ARTICLE 7. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:

7.1. "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with Owner. For purposes of this definition, "control" of an entity means the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity. "Subsidiary" shall have the meaning assigned to it in the Texas Business Organizations Code.

7.2. "Background Information" shall include, without limitation, in the case of an assignee or partial assignee:

- (1) its legal name or identity;
- (2) the address of its local office in the County, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office;
- (3) (i) the state in which it was chartered and its registered office and agent in that state as well as the name and address of its registered agent and office in the State of Texas, and (ii) the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code);
- (4) all public filings made in the year of the proposed assignment and the preceding two years with the Securities and Exchange Commission of the United States or with the agency of any state regulating securities transactions, if any; and
- (5) a report from an independent financial rating firm selected by the County, such as Dunn and Bradstreet or Moody's, if such report exists.

7.3. "Certified Appraised Value" shall mean the appraised value of property that is subject to property taxation under the Texas Tax Code determined and certified by the Chief Appraiser of the Throckmorton County Central Appraisal District for each taxable year.

7.4. "Military Aviation Facility" shall have the meaning assigned to it in TEX. TAX CODE §312.0021(a)(1).

7.5. "Wind-powered Energy Device" shall have the meaning assigned to it in TEX. TAX CODE §§11.27 and 312.021(a)(2).

7.6. Other terms not specifically defined herein shall have the meanings assigned to them by the Texas Tax Code, the Texas Business Organizations Code or other statutes of the State of Texas.

**ARTICLE 8.
NOTICES**

8.1. Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addresses or the named representatives thereof, or when mailed by prepaid certified mail, return receipt requested, addressed to such party at the respective addresses set forth below:

If to the County:

Throckmorton County, Texas
Attn: County Judge
105 N. Minter
Throckmorton, Texas 76482-0700

If to the Owner:

Inertia Wind Project, LLC
700 Universe Blvd.
Juno Beach, FL 33408

Either party may change the address for notices by a written notice forwarded in accordance with the foregoing.

**ARTICLE 9.
COMPLIANCE WITH GOVERNMENT CODE**

9.1. Pursuant to Chapter 2271 of the Texas Government Code, the contents of which are incorporated by reference and relating to the statutory prohibition on contracts with companies boycotting Israel, Owner agrees and verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

9.2. Pursuant to Chapter 2264 of the Texas Government Code, the contents of which are incorporated by reference and relating to statutory restrictions on the use of certain public subsidies, Owner agrees and certifies that: (i) Owner (or a branch, division, or department thereof) does not and will not knowingly employ an undocumented worker; and (ii) Owner (or a branch, division, or department thereof), after receiving a public subsidy from the County pursuant to this Agreement, and if convicted of a knowing violation under 8 U.S.C. Section 1324a(f), shall repay the amount of the public subsidy in full, plus interest at a rate equal to the effective "prime rate" of interest for large U.S. money center commercial banks published under "Money Rates" by the Wall Street Journal, per annum, accruing from the date of said conviction, with said repayment to the County occurring not later than the 120th day after the County notifies Owner (or a branch, division, or department thereof) of the violation.

ARTICLE 10.
ESTOPPEL CERTIFICATES

Each party on written request from the other party shall provide an estoppel certificate that shall certify, as of the date of the certificate: (i) that this Agreement is in full force and effect without default if such is the case, (ii) the remaining term of this Agreement, and (iii) such other matters as may be agreed upon by the parties, a party's consent to inclusion of other matters not to be unreasonably withheld. A party shall provide the estoppel certificate or an explanation of why the party is not willing to provide the certificate within thirty (30) days of receiving a request. If Owner requests an estoppel certificate from the County then within 30 calendars days of the execution of the certificate by the County Owner shall reimburse the County's for all costs and expenses, including, without limitation, reasonable attorney fees, incurred by the County such reimbursement not to exceed \$5,000.

ARTICLE 11.
FORCE MAJEURE

If Owner's performance of any non-monetary obligation or non-monetary obligations (other than Owner's covenant of continued operations as set forth in Section 2.4(g)) under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner, then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its non-monetary obligations under this Agreement (other than Owner's covenant of continued operations as set forth in Section 2.4(g)), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. Notwithstanding anything to the contrary herein or otherwise, an event of Force Majeure shall not relieve, excuse, or suspend Owner's obligations to timely comply with all monetary obligations set forth in this Agreement, including, without limitation, the payment of any and all taxes, and the Payments in Lieu of Taxes (set forth in Section 2.3 of this Agreement). Notwithstanding anything to the contrary herein or otherwise, an event of Force Majeure shall not toll the Abatement Period, which will end on the 10th anniversary of the Commencement Date. Contingencies or causes beyond the control of Owner include, without limitation:

- (1) Acts of God, or the public enemy, any natural disaster, pandemic, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, and labor disputes or strikes;
- (2) To the extent it affects the Owner's ability to perform a non-monetary covenant or obligation under this Agreement:
 - (a) A change in a governmental law or regulation if Owner complies with the changed or revised law or regulation within the time limits, and in the manner, provided by such changed or revised law or regulation;

(b) A delay occasioned by the fact that supplies or materials are not reasonably available or the fact that a contractor or subcontractor is delayed in performing services and in either case the circumstance is not directly or indirectly caused by the acts or omissions of Owner.

ARTICLE 12. GENERAL PROVISIONS

11.1. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be exclusively in the State Courts of Throckmorton County, Texas, and Owner hereby irrevocably waives any right or ability to remove any dispute to federal court and further hereby irrevocably submits to the jurisdiction of said courts.

11.2. Waiver. The failure of either party to enforce any right or demand strict performance of any obligation of the other party under this Agreement shall not operate as, or be construed to be, a waiver of such right or obligation.

11.3. Entire Agreement, Interpretation. This Agreement, including any exhibits to the Agreement, collectively constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.

11.4. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.

11.5. Owner as Party to Litigation. In the event any litigation is initiated by a third party questioning or challenging the validity of this Agreement or any part hereof or any of the underlying orders or Commissioners Court actions authorizing the same, the County agrees not to object to the Owner's joinder or intervention in such litigation.

11.6. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constituted, collectively, one agreement. Once all parties to this Agreement have signed a counterpart, this Agreement shall be binding upon all parties in accordance with the terms hereof.

11.7. Adoption of Agreement. The County agrees that any other taxing unit eligible to enter into agreements relating to the abatement of taxes may adopt all or any portion of this Agreement.

11.8. Further Acts. The parties each agree to cooperate fully with the other and to take such further action and execute such other documents or instruments as necessary or appropriate to implement the terms of this Agreement.

11.9. Reimbursement of Expenses. Owner agrees to reimburse the County for the reasonable and necessary attorney's fees and expenses incurred by the County in connection with the negotiation and preparation of this Agreement, such total reimbursement not to exceed \$15,000. Reimbursement under this Section 9.9 shall be made within 15 calendar days of execution of this Agreement by the County.

11.10. Incorporation of Exhibits. All exhibits attached hereto are incorporated herein. The exhibits attached to this Agreement are:

Exhibit A – Reinvestment Zone & Property Descriptions .

[Signature Page Follows]

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

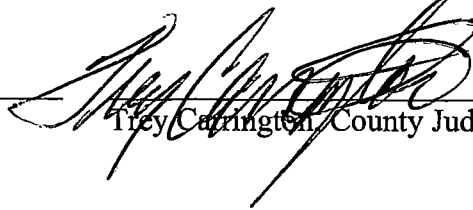
Attachments:

ATTEST:

COUNTY:

Throckmorton County, Texas

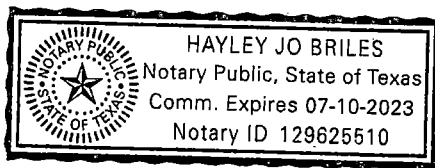

Dianna Moore, County Clerk

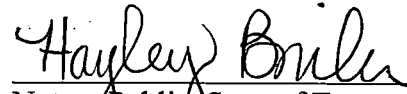

Trey Carrington, County Judge

STATE OF TEXAS)

COUNTY OF THROCKMORTON)

This instrument was acknowledged before me on January 24, 2022 by Trey Carrington, County Judge of Throckmorton County, Texas on behalf of said County.




Notary Public, State of Texas

[Signatures Continue Next Page]

OWNER:

Inertia Wind Project, LLC, a Delaware limited liability company

By: Anthony Pedroni

Print Name: Anthony Pedroni

Title: Vice President

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

This instrument was acknowledged before me on January 31, 2022 by Anthony Pedroni, the Vice President of Inertia Wind Project, LLC, a Delaware limited liability company, on behalf of Inertia Wind Project, LLC.

Stephanie L. Rush
Notary Public, State of FLORIDA

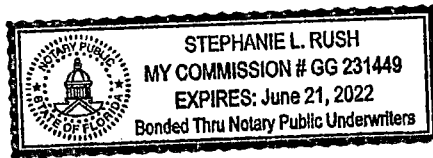


Exhibit A – Reinvestment Zone & Property Descriptions

OWNER	PROP ID	ACRES	LEGAL DESC	Improvements? (Y/N)
STEINFATH LENA ESTATE	3235	81.41	A-1328 BBB&C 25	N
FARMLAND RESERVE INC	2976	330	A-1120 BBB&C 38 S/2 JOHN SAUER	Y
FARMLAND RESERVE INC	2913	647	A-1074 BBB&C 50 JE POOLE	Y
STEINFATH LENA ESTATE	2865	260.5	A-1044 BBB&C 26 D C CAMPBELL	N
LA DAVIS PROPERTIES LP	1214	320	A-42 BBB&C 37	N
LA DAVIS PROPERTIES LP	1224	640	A-49 BBB&C 51	N
STEINFATH FARMS LLC-SERIES ONE	2864	247.5	A-1044 BBB&C 26 D C CAMPBELL	N
STEINFATH LENA ESTATE	1217	3	A-42 BBB&C 37	Y
STEINFATH LENA ESTATE	1216	197	A-42 BBB&C 37	Y
BALDWIN JACK L	1215	120	A-42 BBB&C 37	N
LA DAVIS PROPERTIES LP	3237	495	A-1329 BBB&C 27	Y
LA DAVIS PROPERTIES LP	2872	640	A-1050 BBB&C 36	N
LA DAVIS PROPERTIES LP	2873	640	A-1051 BBB&C 52	N
LA DAVIS PROPERTIES LP	2866	490	A-1045 BBB&C 28	N
LA DAVIS PROPERTIES LP	1213	640	A-41 BBB&C 35	N
LA DAVIS PROPERTIES LP	1225	640	A-50 BBB&C 53	N
LA DAVIS PROPERTIES LP	1211	486	A-39 BBB&C 29	N
LA DAVIS PROPERTIES LP	2868	640	A-1047 BBB&C 34	N
LA DAVIS PROPERTIES LP	2874	640	A-1052 BBB&C 54	N

Exhibit A – Reinvestment Zone & Property Descriptions

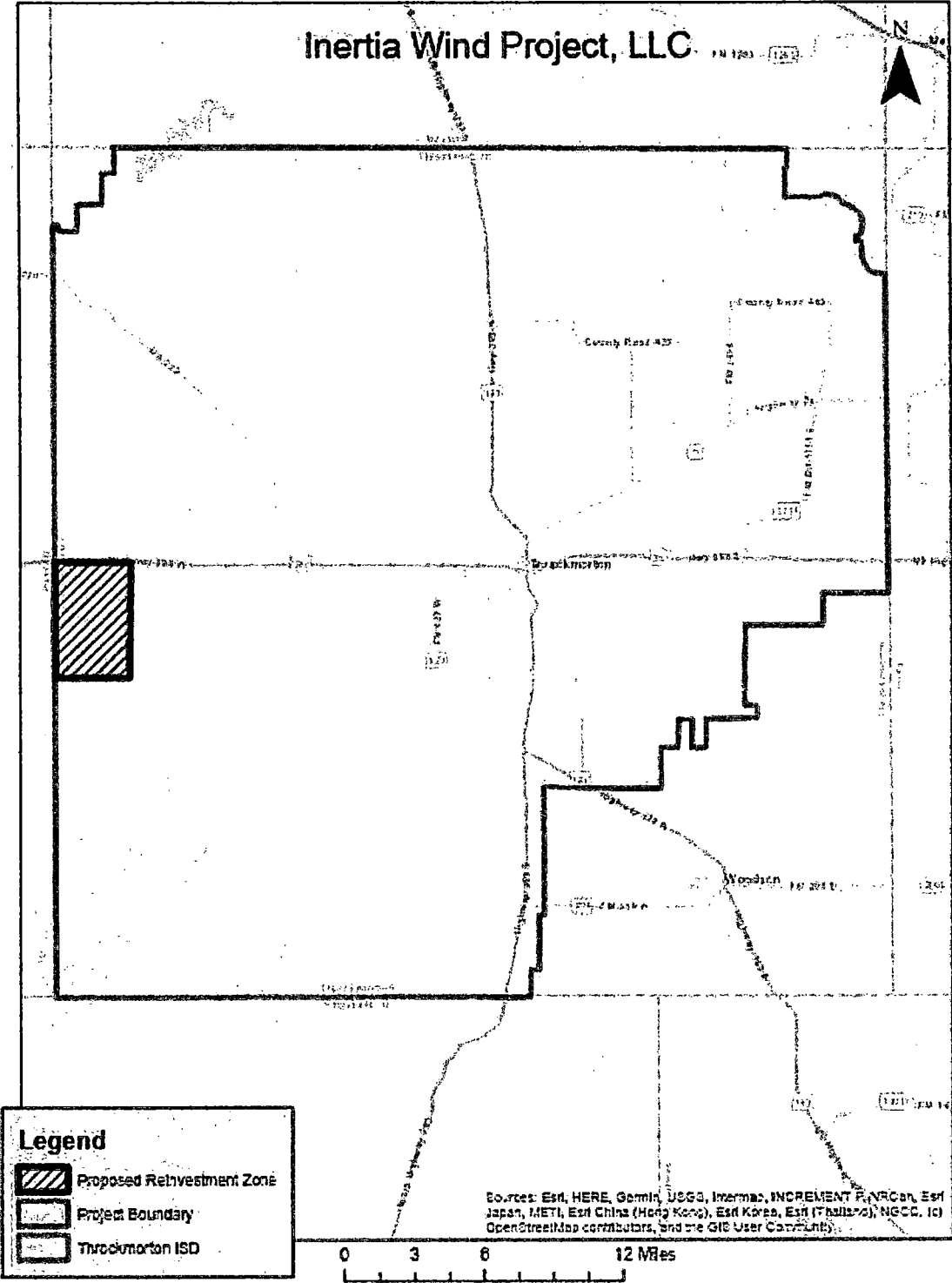
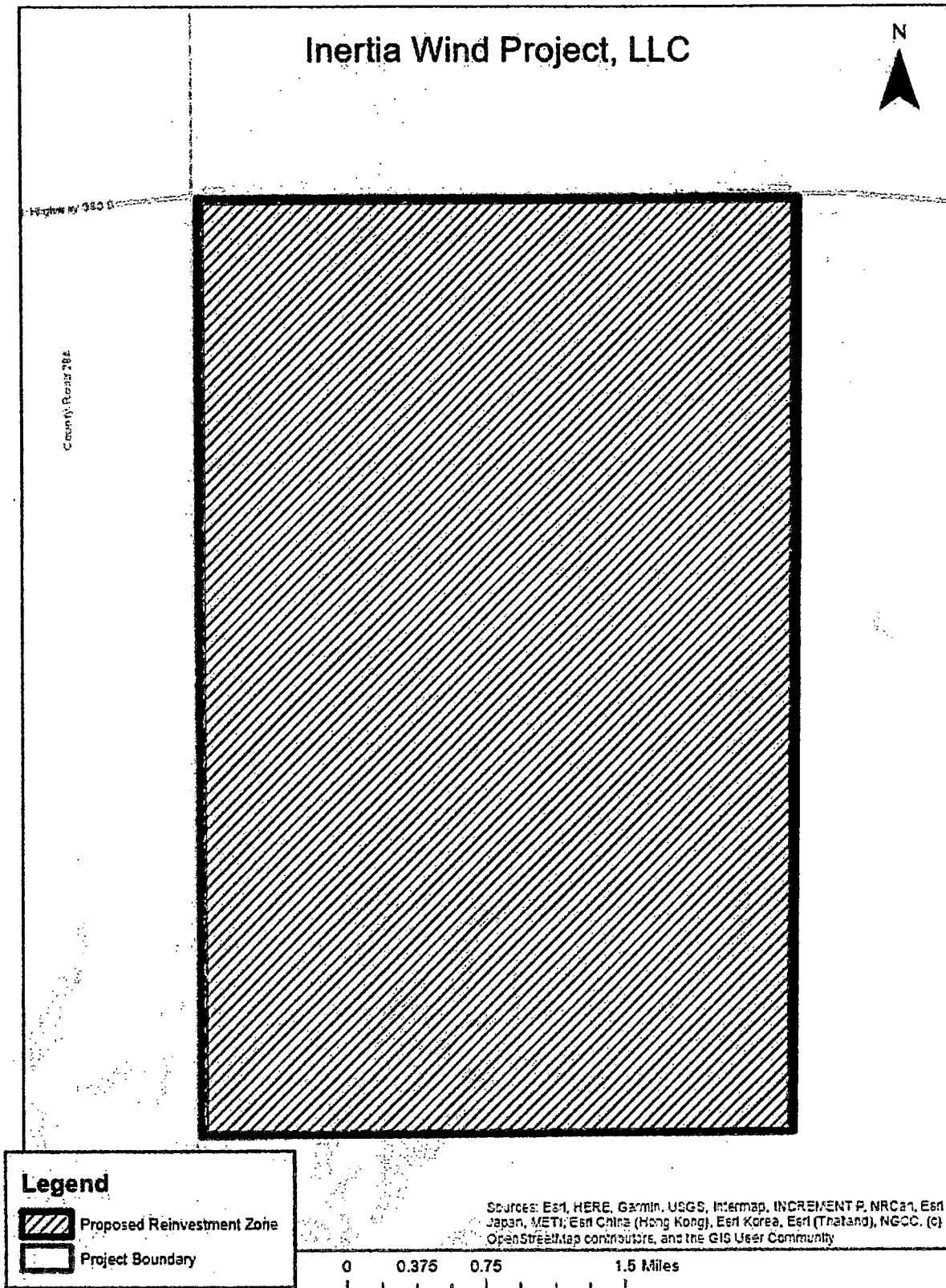


Exhibit A – Reinvestment Zone & Property Descriptions



Application of Inertia Wind Project, LLC
for
Tax Abatement

§
§
§

The Commissioners' Court
of
Throckmorton County, Texas

**A RESOLUTION AND ORDER APPROVING A TAX ABATEMENT AGREEMENT
AND A ROAD USE AND MAINTENANCE AGREEMENT BETWEEN
THROCKMORTON COUNTY, TEXAS AND INERTIA WIND PROJECT, LLC**

WHEREAS, Throckmorton County, Texas (the "County") designated and created the Throckmorton County Reinvestment Zone 2021-1 (the "Zone") by Order of the Commissioners Court of Throckmorton County, Texas (the "Commissioners' Court") dated October 25, 2021.

WHEREAS, Inertia Wind Project, LLC ("Inertia") contemplates placing certain infrastructure and equipment in the Zone necessary to develop, produce, convert, transmit, and distribute electricity generated from the wind resources located within the Zone.

WHEREAS, an application for tax abatement has been filed with the Commissioners' Court and the application meets the requirements of the Tax Abatement Guidelines and Criteria (the "Guidelines") adopted by the County.

WHEREAS, Inertia and the County have agreed upon the terms of a Tax Abatement Agreement; and

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS' COURT:

1. That the findings and recitals in the preamble to this Order are true and correct and are hereby RATIFIED, APPROVED and ADOPTED.

2. That the Tax Abatement Agreement in the form attached hereto as Exhibit "A" ("Tax Abatement Agreement") is approved pursuant to the Guidelines.

3. That the Road Use and Maintenance Agreement in the form attached hereto as Exhibit "B" is approved.

4. That the County Judge of the County is authorized to enter, execute, and deliver the Tax Abatement Agreement, and Road Use and Maintenance Agreement on behalf of the County anytime within the next 30 calendar days.

PASSED AND APPROVED at this public hearing of the Commissioners' Court of Throckmorton County, Texas, at which a quorum was present, on the 24th day of January 2022.

Trey Carrington, Throckmorton County Judge

Casy Wells, Commissioner Precinct 1

Kasey Deblis, Commissioner Precinct 2

My Bar, Commissioner Precinct 3

Klay Mitchell, Commissioner Precinct 4

ATTESTED: Hailey Bennett Dianna Moore, County Clerk

EXHIBIT A

EXHIBIT B

TAX ABATEMENT AGREEMENT
Between
THROCKMORTON COUNTY, TEXAS and INERTIA WIND PROJECT LLC

This Tax Abatement Agreement (this "Agreement") is entered into by and between Throckmorton County, Texas (the "County") duly acting herein by and through its County Judge, and Inertia Wind Project LLC, a Delaware limited liability company (together with its successors and assigns, "Owner"). This Agreement shall have an "Effective Date" of January 24, 2022.

Recitals:

A. Election to Participate in Tax Abatement. On or about June 22, 2020, the Commissioners Court of Throckmorton County, Texas (the "Commissioners Court") adopted an order stating that the County had elected to become eligible to participate in tax abatements pursuant to the *Texas Property Redevelopment and Tax Abatement Act*, as amended (herein referred to as the "Act").

B. Adoption of Tax Abatement Guidelines and Criteria. On or about June 22, 2020, the Commissioners Court approved guidelines and criteria governing tax abatement agreements entered into by the County (hereinafter referred to as the "Guidelines").

C. Public Hearing on Designation of Reinvestment Zone. On October 25, 2021, the Commissioners Court conducted a public hearing on the advisability of designating the Throckmorton County Reinvestment Zone 2021-1, which public hearing was preceded by notice published on October 8, 2021, in the Throckmorton Tribune, a newspaper of general circulation within Throckmorton County, Texas.

D. Designation of Reinvestment Zone. On October 25, 2021, following the conclusion of the public hearing, the Commissioners Court passed and approved an *Order Approving Motion for Designation of Throckmorton County Reinvestment Zone*, which was executed by the County Judge and the County Commissioners and attested by the County Clerk, and designates all or portions of the tracts of land described therein as the Throckmorton County Reinvestment Zone 2021-1 (herein, the "Reinvestment Zone").

E. Agreement Consistent with the Act and Guidelines. The Commissioners Court has concluded that the Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Agreement, and the terms of this Agreement: (i) are consistent with the requirements of the Act and the Guidelines or, to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with TEX. TAX CODE §312.002(d), that this Agreement should be entered into notwithstanding any such inconsistency; provided, this Agreement shall control in the event of any conflict between the terms of this Agreement and the Guidelines, and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

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

ARTICLE 1. IMPROVEMENTS

1.1. Timing of Improvements. Owner estimates that construction of the Improvements will begin by April 1, 2022, and will be substantially completed by December 31, 2022, where “substantially completed” means that at least 60 megawatts of Capacity of the Improvements are installed and capable of producing electricity.

1.2. Improvements. Owner is constructing a wind energy facility that will be partially located within the Reinvestment Zone. Owner intends to construct, install, maintain, and operate, within the Reinvestment Zone, certain infrastructure and equipment necessary to develop, produce, convert, transmit, and distribute electricity generated from the wind resources located within the Reinvestment Zone, including, without limitation, at least 24 GE wind turbines with a nameplate capacity of at least 67 megawatts, and potentially including also above and below ground transmission, distribution, and collection lines; substations, interconnection facilities, and operation and maintenance buildings; meteorological and associated towers; and other infrastructure and equipment; all as installed by Owner or on behalf of Owner within the Reinvestment Zone (collectively the “Improvements”). Owner shall provide the County Judge with an “as-built” survey describing and depicting the location and type of all Improvements and other infrastructure and equipment located within Throckmorton County, Texas within 90 calendar days of the Commencement Date (defined herein). The Improvements shall have a Capacity (as defined herein) of at least 67 megawatts (the “Minimum Guaranteed Capacity”); however, in the event that the Improvements have a Capacity less than the Minimum Guaranteed Capacity, such circumstance shall not be a default under this Agreement so long as Owner pays the Annual PILOT Floor Amount specified in Section 2.3(b) of this Agreement. Notwithstanding the foregoing, only infrastructure, equipment, or property meeting the following criteria shall be included within the definition of Improvements: (i) the infrastructure, equipment, and property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) it must meet the definition of an improvement or personal property as provided in Chapter 1 of the Texas Tax Code and (iv) it must be constructed after the date this Agreement is approved by the Commissioners Court.

1.3. Spacing of Wind Turbines. Owner shall not erect any Improvements within: (i) 1,000 feet from an occupied residence unless the occupant of the residence has agreed in writing; or (ii) within 200 feet of a property line/boundary unless Owner owns or has a leasehold right over the real property on either side of the property line/boundary or unless the owner of the real property that Owner does not own, or lease agrees in writing.

1.4. Plans and Specifications, Governmental Requirements and Workmanship. All Improvements shall be constructed and installed in accordance with plans and specifications (the “Plans and Specifications”) prepared by an engineer or architect licensed in Texas and in accordance with all federal, state, and local laws, rules, ordinances, statutes, or regulations; provided, however, that Owner shall not be in default under this Agreement, even if a fine or

penalty has been levied against Owner by a governmental agency, if: (i) Owner has undertaken commercially reasonable efforts to remedy any violation; or (ii) Owner properly contests whether a violation has occurred. Owner shall take such steps as are reasonably necessary to see that all work on the Improvements is completed in a good and workmanlike manner. The County shall have the right to review the Plans and Specifications to determine compliance with this Agreement and to inspect the Improvements in accordance with Section 3.6 below.

ARTICLE 2. TAX ABATEMENT

2.1. Tax Abatement Granted. Conditioned upon Owner's compliance with the terms of this Agreement, County agrees to abate one hundred percent (100%) of all property taxes levied by the County (inclusive of M&O, I&S, and other taxes) on the Improvements during the Abatement Period (hereinafter defined). Tax Abatement will not be granted for any property not located within the Reinvestment Zone or for property not eligible for tax abatement pursuant to the Texas Tax Code.

2.2. Abatement Period; Commencement Date; Term of Agreement. Owner may elect in writing to begin the Abatement Period on either January 1 of 2023 or 2024. The date elected by Owner to commence tax abatement under this Agreement is hereinafter referred to as the "Commencement Date." The period in which taxes are abated under this Agreement (the "Abatement Period") will begin on the Commencement Date and will terminate on December 31 of the tenth (10th) anniversary of the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve either party of any unperformed covenants, obligations, or payments owing to the other as of the date the Agreement is terminated. **Owner shall provide the County with written notice of its election with respect to the Commencement Date not later than December 1 of the year preceding the Commencement Date elected by Owner. Owner's notice of its election to commence tax abatement shall be sent in the manner required by Section 8.1 of this Agreement to the County Judge (at the address specified in Section 8.1) and to the Throckmorton County Appraisal District at 144 N. Minter Ave., Throckmorton, Texas 76483. Tax abatement will not commence under this Agreement in the absence of the notice from Owner.**

2.3. Payments In Lieu of Taxes. As consideration for the abatement granted by County under this Agreement, Owner agrees to timely perform all covenants undertaken by Owner pursuant to the terms of this Agreement including the making of an annual payment in lieu of taxes (the "Annual PILOT") to the County for each year during the Abatement Period.

(1) Due Date. The Annual PILOT required by this Agreement must be paid to the County Treasurer not later than January 31 of the year following the year for which the Annual PILOT is payable. By way of illustration, an Annual PILOT that is due with respect to calendar year 2023 will be due and payable no later than January 31, 2024.

(2) Amount & Calculation of the Annual PILOT. The amount of the Annual PILOT for each year during the Abatement Period will be equal to 50% of all property taxes abated by this Agreement. By way of illustration, if the property taxes for the first year of the Abatement

Period in the absence of this Agreement would be \$616,841.44, then the Annual PILOT for the first year of the Abatement Period would be \$308,420.72. Notwithstanding the foregoing, the amount of the Annual PILOT shall, in no event, be less than \$142,500.00 (the "Annual PILOT Floor Amount").

(3) Capacity. As used in this Agreement, the term "Capacity" shall mean the installed amount of the manufacturer's nameplate electric generating capacity of the Improvements, expressed in megawatts, regardless of the amount of electricity that is actually produced or sold. The Capacity shall be determined as of January 1 of each year during the Abatement Period. As a part of the Annual Certification, pursuant to Section 3.7 below, the individual who is an authorized officer of Owner shall prepare, and file, with the Commissioners Court and the Chief Appraiser of the Throckmorton County Appraisal District a sworn statement of the Capacity of the Improvements not later than January 31 of each year during the Abatement Period. If a dispute arises between the County and the Owner as to the Capacity of the Improvements and (i) the Throckmorton County Central Appraisal District ("Appraisal District"), as a part of its determination of the value of the Improvements, has made a determination of the Capacity for the year in which the dispute arises, then the determination of the Appraisal District shall be binding upon the parties or (ii) if the Appraisal District has made no determination as to the Capacity, the parties, in the absence of an agreement on the dispute, may seek a declaratory judgment on the matter pursuant to Chapter 37 of the Texas Civil Practice and Remedies Code.

(4) Charitable Contribution. Following the Commencement Date, as additional consideration for this Agreement, Owner agrees to make an annual contribution to certain Throckmorton County charitable organization(s) designated by the Commissioners Court in an aggregate amount of Twenty-Five Thousand and No/100 Dollars (\$25,000) with such contribution being due and payable on or before January 31 of each calendar year during the Abatement Period. The Commissioners Court shall designate such charitable organizations by written notice delivered to Owner no later than the December 31 preceding each January 31 contribution due date. If the Commissioners Court does not designate a donee, Owner shall make the annual contribution to the preceding year's donee or, if none, to a charitable organization of Owner's choice that is described in Section 501(c)(3) of the Internal Revenue Code and performs substantial charitable operations in the County. If more than one charitable organization is designated by the Commissioners Court, the designation shall specify the amount of the contribution to be made to each organization, not to exceed \$25,000 in the annual aggregate. All such designations by the Commissioners Court shall identify that each respective contribution is being made by Owner.

(5) Annual PILOT in Lieu of Taxes. The parties agree that each Annual PILOT will be in lieu of any property taxes with respect to the Improvements which would otherwise be owed by Owner to the County for any year during the Abatement Period.

2.4. Conditions to Tax Abatement. The tax abatement granted by this Agreement is expressly conditioned upon the following conditions which must be satisfied throughout the entire term of this Agreement and with which Owner agrees to comply with at all times, subject, however, to the notice and cure rights of Owner set forth in Article 5 hereof:

(1) Construction of the Improvements. Owner's timely construction of the Improvements in accordance with this Agreement.

(2) Operations. Owner's operation of the Improvements in accordance with this Agreement, including the provisions of Section 3.5 below.

(3) Compliance with this Agreement. Owner's compliance with all covenants and obligations undertaken by Owner pursuant to the terms of this Agreement.

(4) Accuracy of Representations. The accuracy and truthfulness of the representations by Owner contained in this Agreement as of the date this Agreement is executed and throughout the term of this Agreement.

(5) Payment of Taxes. The payment by Owner, prior to delinquency, of all taxes levied by the County, any other taxing unit within the County, the State of Texas or the United States of America assessed based on the value of, or levied against, the Improvements. It shall not be a violation of this provision if the party who is assessed the tax in good faith protests the levy or assessment of a particular tax by the timely filing of appropriate proceedings to prosecute a protest or contest of the tax, makes payment of the disputed tax during such protest or contest as required by applicable law, and pays the tax, as finally determined, prior to delinquency as required by applicable law.

(6) Annual Applications. Owner shall comply with the provisions of TEX. TAX CODE §11.43 and timely file any required application for exemption required by that statute.

(7) Continued Operations following Abatement. Owner agrees to continue commercially reasonable operation of the Improvements, which may include outages for market-related circumstances, curtailment, repair, maintenance and refurbishment, for a period of seven (7) years after the end of the Abatement Period (the "Continued Operations Period") at a Capacity not less than 90% of the Capacity at which the Improvements operated, on average, during the 10th year of this Agreement. In addition to any other remedies available to the County pursuant to this Agreement or applicable law, upon any breach of this covenant as determined by a final judgment by a court of competent jurisdiction, the County shall be entitled to recapture the *ad valorem* taxes abated under the terms of this Agreement as provided in Section 5.4(1) below.

ARTICLE 3.

COVENANTS APPLICABLE TO CONSTRUCTION AND OPERATIONS AFTER CONSTRUCTION

During the Abatement Period and the Continued Operations Period, the Owner agrees to the following:

3.1. Job Creation. Owner agrees to provide not fewer than one (1) new full-time job in connection with the operation of the Improvements either through direct employment by Owner or through employment by an Affiliate or Subsidiary of Owner, or by contractors or service

providers engaged to provide goods or services in connection with the construction of the Improvements and thereafter in the course of operating the Improvements.

3.2. Road Repair. Owner and its contractors and service providers shall have the right to use all County roads subject to these conditions. No county road will be used in a manner that does not allow other traffic access over the roadway without the County's prior consent. Owner shall repair any damage to County roads caused by Owner or Owner's contractors or suppliers and shall return such roads to the condition such roads were in prior to their use by Owner or Owner's contractors or suppliers.

(1) All such repairs by Owner, including the widening of roads pursuant to subsection (3) below, shall have the prior approval of the County and shall be done in accordance with the standards and specifications for road repair generally used by the County for other county roads.

(2) Notwithstanding any provision regarding notice and opportunity to cure to the contrary in Article 5 of this Agreement, if this covenant for road repair by Owner cannot be performed by Owner or in the event Owner fails to perform this covenant within 30 days of a demand that it do so from the County, then the County may perform the road repair required of Owner pursuant to this section and Owner agrees to reimburse the County for its reasonable and necessary costs in repairing such roads. The County's cost for such repairs shall be determined using the applicable rates used by the Federal Emergency Management Administration for equipment and personnel and the County's actual cost of materials. Owner agrees to pay the cost of any such repairs within 30 days of the date Owner is billed for such services by the County.

(3) Owner may not widen or change the course of any County road without the consent of the County, which consent shall not be unreasonably withheld, conditioned, or delayed so long as Owner is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require Owner to take any other precautions and covenants which may be commercially reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. Owner agrees to obtain any necessary permission or right from private property owners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed.

3.3. Insurance. During the Abatement Period and the Continued Operations Period, Owner agrees to maintain in full force the following insurance coverage issued by insurance companies authorized to conduct business in the State of Texas:

(1) Commercial general liability coverage (including coverage for all equipment and vehicles) with aggregate limits of not less than \$5,000,000.00; and

(2) Worker's compensation coverage for all full-time employees to the extent required by Texas law, except that such coverage may be maintained by the actual employer of such employees if Owner is not the employer; and

(3) Casualty insurance in an amount equal to the full insurable value of the Improvements.

3.4. Safe Operations; Compliance with Governmental Requirements, Permits. Owner agrees to operate the Improvements in a reasonable, prudent and safe manner and in compliance with all rules and regulations of any governmental entity having jurisdiction of its operations and in accordance with any permits issued by any governmental agency or entity with respect to its operations. Owner shall not be in violation of this covenant if Owner remedies or properly addresses any violation, or alleged violation, of a governmental rule or regulation within the time period required by the governmental agency having jurisdiction of such matter.

3.5. Local Spending. Owner agrees it will comply with the requirements of this Section 3.5 regarding the use of contractors and vendors located in the County in the construction of the Improvements and the operation and maintenance of the Improvements; provided, this Section 3.5 does not require Owner to consider use of goods and services provided by local contractors or vendors where such local goods or services are not comparable in quality to those provided by nonresidents or where such goods and services are not available on terms and conditions (including price and bonding capacity) at least comparable to those offered by nonresidents. Comparable price is defined as 105% of the price offered by vendors who are not located or based in Throckmorton County. Notwithstanding the forgoing, the County acknowledges that Owner shall engage a nationally recognized wind energy facility contractor to act as the general contractor of the Improvements, and that Owner or such contractor shall procure specialty equipment, specialty services, and specialty materials, including but not limited to transformers, substation components, turbine components, and specialized construction and installation services, directly from the manufacturers or distributors of such equipment and materials and from service providers with specialized expertise in wind farm construction (such parties being the "Specialty Contractors"). The parties agree that such actions shall not in any way violate this Section 3.5. Owner agrees to designate a coordinator of local services who will act as a liaison between any individuals, businesses or contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Improvements. Additionally, Owner agrees to do the following:

(1) Not later than one month prior to the start of construction of the Improvements, or such lesser period as is feasible in light of the Effective Date relative to the start of construction (but in no event less than 21 calendar days prior to the start of construction), Owner's general contractor will hold a job fair in Throckmorton, Texas advertising construction employment positions and soliciting those persons or firms that are interested in selling goods or providing services with respect to the construction of the Improvements. No later than two weeks prior to the job fair, Owner or Owner's general contractor shall publish a notice in the *Throckmorton Tribune* announcing the date, time and location of the job fair and the procedure for application. Owner or Owner's general contractor shall distribute applications for employment, goods, and services that it receives at the job fair to the general contractor and various subcontractors for consideration. Owner or Owner's general contractor will compile, and maintain throughout the construction process, a list of local prospective employees, vendors, contractors and service providers interested in participating in the construction process.

(2) Prior to filling the first full-time position (excepting internal transfer and promotions) for the on-site operation of the Improvements, Owner shall publish notice of the position in the *Throckmorton Tribune* describing the position and the procedure for application. Any position requiring more than 35 hours per week shall be considered full time. If Owner violates the publication requirement in this subsection 3.5(2), Owner agrees, within 30 days of receiving a written demand from the County that it do so, to pay the County a sum equal to 10% of gross annual salary of the position that was filled without notice. This payment shall be the County's sole remedy for any violation of this subsection 3.5(2).

(3) Except for the selection of Specialty Contractors, Owner's general contractor shall use commercially reasonable efforts to maximize the use of, subcontractors, and service providers located in the County when awarding bids related to the construction of the Improvements. In determining whether a particular contractor, subcontractor or service provider is qualified, Owner may consider, in its sole discretion: (i) such person or firm's bonding capacity, (ii) financial and staffing capacity to carry out the work, (ii) expertise and experience, (iv) the requirements of any manufacturer with respect to the particular aspect of the work for which the person or firm is being considered; and (v) integrity, responsibility and reliability. In the same manner and subject to the same exercise of discretion, Owner shall request that the general contractor use commercially reasonable efforts to maximize the use of contractors, subcontractor, and service providers located in County when awarding bids related to the construction of the Improvements.

3.6. Inspections. As required by TEX. TAX CODE §§312.402(a-2) and 312.205(a)(2), the County shall have the right to inspect the Improvements subject to the following:

(1) Right to Inspect, Obtain Information. Subject to the further provisions of this Section 3.6, at all times during the term of this Agreement, the County, acting through its officers or a designated agent or employee, shall have reasonable access to the Improvements and the Improvements: (i) to verify that the Improvements are constructed in accordance with the Plans and Specifications and conditions of this Agreement, (ii) to verify that the Improvements are operated in a manner consistent with this Agreement, (iii) to verify compliance with the terms of this Agreement and the truth of any representations made by Owner pursuant to the terms of this Agreement, (iv) to determine the Capacity, (v) to obtain, or verify, information reasonably necessary to ascertain the Certified Appraised Value (as defined herein) of the Improvements, or (vi) any other fact or circumstance pertinent to the performance of this Agreement.

(2) Conduct of Inspections. The County agrees to provide Owner with at least 48 hours advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted in a manner that will not unreasonably interfere with the construction or operation of the Improvements. All such inspections shall be made with one or more representatives of Owner and in accordance with all applicable governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents, or employees of the County or the Appraisal District. Nothing herein shall be construed to limit or

diminish the authority of the County or the Appraisal District to conduct inspections or obtain information under applicable law.

3.7. Annual Certification. As required by TEX. TAX CODE §312.402(a-2) and 312.205(a)(6), on or before January 31 of each calendar year that this Agreement is in effect Owner shall certify to the County its compliance with all material provisions of this Agreement. This annual certification (the "Annual Certification") shall contain a statement, sworn to by the individual who is an authorized officer of Owner, stating that Owner is following such material terms of this Agreement as well as a statement regarding the Capacity as required by Section 2.3(c) above.

3.8. Determination of Value. The parties recognize that in accordance with applicable law, the Chief Appraiser of the Appraisal District shall annually determine the Certified Appraised Value of all real and personal property making up the Improvements without regard to the abatement granted by this Agreement and the Certified Appraised Value of such property after applying the abatement granted this Agreement. The Chief Appraiser shall then record both values in the appraisal records. The value of the Improvements without regard to the abatement shall be used to compute the amount of abated taxes that are required to be recaptured and paid to the County in the event recapture of such taxes is required by this Agreement or applicable law. During the term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Appraisal District with such information as is required by applicable law (including Chapter 22 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement. The Appraisal District will determine the values required herein in any manner permitted by applicable law, but without limitation of Owner's rights in Section 3.9 hereinbelow.

3.9. Owner's Right of Protest. Nothing in this Agreement shall limit Owner's right to protest and contest any appraisal or assessment of the Improvements in accordance with applicable law. The abatement to which Owner is entitled will be governed by the values finally determined in proceedings relative to any such protest or contest by Owner.

3.10. Use of Improvements. As required by TEX. TAX CODE §§312.402(a-2) and 312.205(a)(3), the Improvements shall be used solely for the generation and distribution of electricity using wind powered turbines in furtherance of the County's development goals to achieve a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County.

3.11. Damage or Destruction of Improvements. If the Improvements, or any portion thereof, are destroyed or damaged by fire, windstorm or other causes, regardless of whether such causes are based upon an act or omission of Owner or an agent, employee or officer of Owner, Owner shall replace such items to the extent that such replacement or repair can be accomplished using all available insurance proceeds. The damage to, or destruction of, the Improvements, or any portion thereof, shall not relieve Owner from the duty to pay the Annual PILOT Floor Amount specified in Section 2.3(b) above.

3.12. Criteria for Insurance. The insurance policies required by Section 3.3 shall be issued by companies authorized to do business in the State of Texas and shall be rated "A" or

above by A.M. Best and Company or Standard and Poors or a comparable rating agency reasonably acceptable to the County.

ARTICLE 4. REPRESENTATIONS

4.1. By the County: The County represents that (i) the County has formally elected to be eligible to grant property tax abatements under Chapter 312 of the Tax Code; (ii) the Reinvestment Zone has been designated and this Agreement has been approved in accordance with Chapter 312 of the Texas Tax Code and the Guidelines and Criteria as both exist on the Effective Date; (iii) no interest in the Improvements is held, leased, or subleased by a member of the Commissioners Court; (iv) this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County.

4.2. By Owner. Owner hereby warrants and represents to the County:

(1) That Owner is a limited liability company properly organized under the laws of the state of its formation indicated in the introductory paragraph to this Agreement and in good standing and qualified to do business in the State of Texas.

(2) That Owner is not in default in the payment of any taxes owing to the federal, state or any local governmental units.

(3) That the governing person of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized by appropriate resolution or other action to undertake and perform all covenants undertaken by Owner pursuant to this Agreement.

(4) That there is no operating agreement, certificate of formation, governing document, or agreement between Owner and any third party which in any way limits Owner's authority to enter into this Agreement and perform all covenants and agreements set forth herein.

(5) That none of the tangible personal property that is intended to be a part of the Improvements located within the Reinvestment Zone is located within the Reinvestment Zone as of the Effective Date.

(6) To the best of Owner's knowledge and belief, and based solely upon Owner's evaluation of the Military Aviation Facilities identified on the Texas Comptroller's "Chapter 313 Exclusion Zone Online Mapping Tool" published on the Texas Comptroller's website, that no part of the Improvements will include a Wind-powered Energy Device located within 25 nautical miles of a Military Aviation Facility.

ARTICLE 5. DEFAULT; REMEDIES

5.1. Default In Constructing Improvements. If Owner fails to complete the Improvements in the manner, and within the time period, stated in this Agreement, and Owner's failure to comply with those provisions of this Agreement are not cured following notice to Owner pursuant to Section 5.3 below, Owner shall be in default under the terms of this Agreement. In the event of a default in the construction of the Improvements the County may terminate or cancel this Agreement and Owner shall pay to the County any property tax revenues (including penalties, interest, attorney's fees and costs) that would have been payable to the County in the absence of this Agreement for any portion of the Improvements that are constructed, but providing a credit to Owner for the sum of any Annual PILOTs paid to the date of the default.

5.2. Default In Operations, Payments, or Performance of Other Covenants. The occurrence of any of the following circumstances shall be an event of default under the terms of this Agreement:

- (1) The Improvements are not operated in accordance with the material terms of this Agreement for the period of time required by this Agreement;
- (2) Owner fails to timely pay any amounts owing to the County pursuant to this Agreement, including any ad valorem taxes owed to the County or any other taxing unit within the County, or fails to timely and properly follow applicable procedures for protest or contest of any such ad valorem taxes; or
- (3) Owner fails to timely perform any material covenant, condition or agreement it has undertaken pursuant to the terms of this Agreement;
- (4) Any representation made by Owner in Section 4.2 of this Agreement is untrue as of the Effective Date; or
- (5) Owner fails to maintain continued operations in accordance with Section 2.4(g).

5.3. Notice, Right to Cure. Upon the occurrence of an event of default (including default under Sections 5.1 or 5.2 above), the County shall give the Owner written notice specifying the default. If Owner has not cured the default within 60 calendar days of receipt of notice from the County of the default, then the County shall be entitled to pursue any and all remedies available to the County as a result of the event of default; provided, in the event the default is incapable of being cured within 60 calendar days using reasonable business efforts, Owner may apply to County for an extension of the cure period for such period as is reasonably necessary to effect a cure, which request County will not unreasonably deny.

5.4. Remedies. If an event of default is not cured in accordance with Section 5.3 above, then the County may avail itself any of the following remedies:

(1) The recapture of all *ad valorem* taxes abated pursuant to the terms of this Agreement to the date of any default but providing a credit to Owner for the sum of the Annual PILOTs paid.

(2) The County shall be entitled to avail itself of any remedy available to it for the collection of property taxes under the Texas Tax Code or applicable law including: (i) the charging of interest on past due taxes, penalties, attorney's fees and costs (in each case in the amounts provided by the Texas Tax Code for charges in connection with delinquent property taxes) and (ii) the County shall have a lien which shall be equivalent to a tax lien created pursuant to TEX. TAX CODE §32.01. This lien shall attach to all taxable property as provided in TEX. TAX CODE §32.01 and shall have the same priority as a tax lien existing under TEX. TAX CODE §32.01.

(3) The County may cancel this Agreement, or the County and Owner may mutually modify this Agreement.

(4) Within 30 days of the date of a written demand by the County that it do so, Owner shall pay to the County an amount equal to the recapture amount specified in Section 5.4(1) together with penalties and interest as provided for in the Texas Tax Code, but providing a credit to Owner for the sum of the Annual PILOTs paid to the date of the default.

(5) Foreclose any of the liens described in this Section 5.4 above.

(6) File suit against Owner seeking a judgment for any amounts owed to the County under this Agreement or applicable law.

(7) If Owner files suit or takes other action available under applicable law to contest the County's assertion that a default has occurred and has not been cured or to contest the resulting amount payable from Owner to County (a "Contested Default"), the County may not exercise any remedy for default until 30 days following a final determination of the Contested Default in favor of County, including expiration of any rights by Owner to appeal an adverse final determination; provided, however, that Owner agrees to pay prejudgment and post judgment interest on any amounts due from the date of default through the final determination and until the amount due is paid to the County at a rate equal to the amount set forth by the state of Texas but in no event less than 5%, if and to the extent the adverse final determination does not otherwise obligate Owner to pay interest for all or any portion of such period pursuant to the terms of this Agreement.

The exercise by the County of any of the remedies provided in this Section 5.4 or 5.1 above shall not constitute an election of remedies and will not in any way limit the County's ability to exercise any other remedy available to it under this Agreement or applicable law.

5.5. No Abatement for Calendar Year of Default. If there is a default (other than a default pursuant to Section 5.1 above) that is not cured within the cure period, Owner shall not be entitled to abatement of taxes for the calendar year in which the default occurs and County may

terminate this Agreement. If a default continues over more than one day, it will be considered to have occurred on the date on which it first occurred.

5.6 Default by County. If Owner believes that County is in default of its obligations under this Agreement or if any alleged default by County is improper, Owner shall give County written notice specifying the default, and County shall cure such default within 90 days of the date of the notice from the Owner. After any uncured default by County, Owner may file suit in a proper court as permitted by this Agreement. OWNER'S SOLE REMEDY WILL BE A DECLARATION OF THE PARTIES' OBLIGATIONS UNDER THE AGREEMENT, REINSTATEMENT OF THIS AGREEMENT, AND SPECIFIC PERFORMANCE BY THE COUNTY.

ARTICLE 6. ASSIGNMENT

6.1. Notwithstanding Sections 6.3 – 6.6, so long as no default exists and is continuing at the time of the proposed assignment, the rights and responsibilities of Owner hereunder may be assigned in their entirety 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.

6.2. Notwithstanding Sections 6.3 – 6.6, so long as no default exists and is continuing at the time of the proposed assignment, the rights and responsibilities of Owner hereunder may be assigned in part to an Affiliate without County's prior consent provided that the Affiliate is added as a party to this Agreement and the Owner and Affiliate are jointly and severally liable hereunder. Owner shall provide notice to the County of any partial assignment to an Affiliate. Owner's partial 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.

6.3. Except as provided in Sections 6.1 and 6.2, so long as no default exists and is continuing at the time of the proposed assignment and Owner provides the information required under Section 6.4, and subject to the restrictions set forth in Sections 6.5 and 6.6, Owner shall have the right, after obtaining the County's written consent, such consent not to be unreasonably withheld, to assign, in whole or in part, any of its rights or obligations under the terms of this Agreement.

6.4. Information on Assignee to be Provided to County; Timing of Consent. In the event Owner proposes to assign all or any portion of its interest in the Improvements, Owner agrees to provide the County the Background Information (as defined in Section 7.2) on the proposed assignee. Owner agrees to reimburse the County for any expenses incurred, including, without limitation, reasonable attorney fees and legal expenses, by the County in obtaining or analyzing any of the Background Information, such total reimbursement not to exceed \$5,000.

6.5. County May Withhold Consent. The County may withhold its consent to a proposed assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the Agreement and pay the ad valorem tax assessments from Throckmorton County as they are made, or the proposed assignee cannot otherwise demonstrate its financial ability to abide by all terms and conditions set forth herein, (ii) the proposed assignee has a record of violations or defaults with respect to its operations of energy projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement, (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 6.6 below, or (iv) the assignee is a Non-taxable Entity. If the County reasonably requests additional information, the Owner and the prospective assignee agree to promptly disclose such information. The County shall advise Owner in writing of whether it consents to a proposed assignment not later than 30 days from the date the County is provided with all information required by Section 7.2. "Non-taxable Entity" shall mean any sale, transfer or assignment of the Improvements or any portion thereof or any interest therein to a person or entity whose ownership of the Improvements would be exempt from property taxation under applicable law.

6.6. Conditions to Assignment. Owner's assignment shall also be conditioned on the following:

(1) The execution and delivery to the County of an addendum to this Agreement, in a form substantially similar to this Agreement, wherein: (i) in the case of a partial assignment, it is executed by the Owner and the assignee and provides that each of them assume and agree to timely discharge all covenants and obligations under the terms of this Agreement and (ii) in the case of a full assignment, it is executed by the assignee and provides that assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement;

(2) Proof reasonably acceptable to the County (which may be in the form of an opinion of legal counsel of the County's choosing) that the assignee is authorized to sign the addendum and perform the covenants and obligations thereby undertaken;

(3) Payment, by the Owner or assignee, of all reasonable expenses actually incurred by the County in connection with the proposed assignment, including, without limitation, its reasonable and necessary attorney's fees in connection with the assignment, such total reimbursement not to exceed \$10,000;

(4) The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and

(5) Proof that the proposed assignee has obtained or will obtain the insurance coverage required by this Agreement.

ARTICLE 7. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:

7.1. "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with Owner. For purposes of this definition, "control" of an entity means the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity. "Subsidiary" shall have the meaning assigned to it in the Texas Business Organizations Code.

7.2. "Background Information" shall include, without limitation, in the case of an assignee or partial assignee:

- (1) its legal name or identity;
- (2) the address of its local office in the County, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office;
- (3) (i) the state in which it was chartered and its registered office and agent in that state as well as the name and address of its registered agent and office in the State of Texas, and (ii) the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code);
- (4) all public filings made in the year of the proposed assignment and the preceding two years with the Securities and Exchange Commission of the United States or with the agency of any state regulating securities transactions, if any; and
- (5) a report from an independent financial rating firm selected by the County, such as Dunn and Bradstreet or Moody's, if such report exists.

7.3. "Certified Appraised Value" shall mean the appraised value of property that is subject to property taxation under the Texas Tax Code determined and certified by the Chief Appraiser of the Throckmorton County Central Appraisal District for each taxable year.

7.4. "Military Aviation Facility" shall have the meaning assigned to it in TEX. TAX CODE §312.0021(a)(1).

7.5. "Wind-powered Energy Device" shall have the meaning assigned to it in TEX. TAX CODE §§11.27 and 312.021(a)(2).

7.6. Other terms not specifically defined herein shall have the meanings assigned to them by the Texas Tax Code, the Texas Business Organizations Code or other statutes of the State of Texas.

ARTICLE 8. NOTICES

8.1. Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addresses or the named representatives thereof, or when mailed by prepaid certified mail, return receipt requested, addressed to such party at the respective addresses set forth below:

If to the County:

Throckmorton County, Texas
Attn: County Judge
105 N. Minter
Throckmorton, Texas 76482-0700

If to the Owner:

Inertia Wind Project, LLC
700 Universe Blvd.
Juno Beach, FL 33408

Either party may change the address for notices by a written notice forwarded in accordance with the foregoing.

ARTICLE 9. COMPLIANCE WITH GOVERNMENT CODE

9.1. Pursuant to Chapter 2271 of the Texas Government Code, the contents of which are incorporated by reference and relating to the statutory prohibition on contracts with companies boycotting Israel, Owner agrees and verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

9.2. Pursuant to Chapter 2264 of the Texas Government Code, the contents of which are incorporated by reference and relating to statutory restrictions on the use of certain public subsidies, Owner agrees and certifies that: (i) Owner (or a branch, division, or department thereof) does not and will not knowingly employ an undocumented worker; and (ii) Owner (or a branch, division, or department thereof), after receiving a public subsidy from the County pursuant to this Agreement, and if convicted of a knowing violation under 8 U.S.C. Section 1324a(f), shall repay the amount of the public subsidy in full, plus interest at a rate equal to the effective "prime rate" of interest for large U.S. money center commercial banks published under "Money Rates" by the Wall Street Journal, per annum, accruing from the date of said conviction, with said repayment to the County occurring not later than the 120th day after the County notifies Owner (or a branch, division, or department thereof) of the violation.

ARTICLE 10. ESTOPPEL CERTIFICATES

Each party on written request from the other party shall provide an estoppel certificate that shall certify, as of the date of the certificate: (i) that this Agreement is in full force and effect without default if such is the case, (ii) the remaining term of this Agreement, and (iii) such other matters as may be agreed upon by the parties, a party's consent to inclusion of other matters not to be unreasonably withheld. A party shall provide the estoppel certificate or an explanation of why the party is not willing to provide the certificate within thirty (30) days of receiving a request. If Owner requests an estoppel certificate from the County then within 30 calendar days of the execution of the certificate by the County Owner shall reimburse the County's for all costs and expenses, including, without limitation, reasonable attorney fees, incurred by the County such reimbursement not to exceed \$5,000.

ARTICLE 11. FORCE MAJEURE

If Owner's performance of any non-monetary obligation or non-monetary obligations (other than Owner's covenant of continued operations as set forth in Section 2.4(g)) under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner, then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its non-monetary obligations under this Agreement (other than Owner's covenant of continued operations as set forth in Section 2.4(g)), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. Notwithstanding anything to the contrary herein or otherwise, an event of Force Majeure shall not relieve, excuse, or suspend Owner's obligations to timely comply with all monetary obligations set forth in this Agreement, including, without limitation, the payment of any and all taxes, and the Payments in Lieu of Taxes (set forth in Section 2.3 of this Agreement). Notwithstanding anything to the contrary herein or otherwise, an event of Force Majeure shall not toll the Abatement Period, which will end on the 10th anniversary of the Commencement Date. Contingencies or causes beyond the control of Owner include, without limitation:

- (1) Acts of God, or the public enemy, any natural disaster, pandemic, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, and labor disputes or strikes;
- (2) To the extent it affects the Owner's ability to perform a non-monetary covenant or obligation under this Agreement:
 - (a) A change in a governmental law or regulation if Owner complies with the changed or revised law or regulation within the time limits, and in the manner, provided by such changed or revised law or regulation;

(b) A delay occasioned by the fact that supplies or materials are not reasonably available or the fact that a contractor or subcontractor is delayed in performing services and in either case the circumstance is not directly or indirectly caused by the acts or omissions of Owner.

ARTICLE 12. GENERAL PROVISIONS

11.1. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be exclusively in the State Courts of Throckmorton County, Texas, and Owner hereby irrevocably waives any right or ability to remove any dispute to federal court and further hereby irrevocably submits to the jurisdiction of said courts.

11.2. Waiver. The failure of either party to enforce any right or demand strict performance of any obligation of the other party under this Agreement shall not operate as, or be construed to be, a waiver of such right or obligation.

11.3. Entire Agreement, Interpretation. This Agreement, including any exhibits to the Agreement, collectively constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.

11.4. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.

11.5. Owner as Party to Litigation. In the event any litigation is initiated by a third party questioning or challenging the validity of this Agreement or any part hereof or any of the underlying orders or Commissioners Court actions authorizing the same, the County agrees not to object to the Owner's joinder or intervention in such litigation.

11.6. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constituted, collectively, one agreement. Once all parties to this Agreement have signed a counterpart, this Agreement shall be binding upon all parties in accordance with the terms hereof.

11.7. Adoption of Agreement. The County agrees that any other taxing unit eligible to enter into agreements relating to the abatement of taxes may adopt all or any portion of this Agreement.

11.8. Further Acts. The parties each agree to cooperate fully with the other and to take such further action and execute such other documents or instruments as necessary or appropriate to implement the terms of this Agreement.

11.9. Reimbursement of Expenses. Owner agrees to reimburse the County for the reasonable and necessary attorney's fees and expenses incurred by the County in connection with the negotiation and preparation of this Agreement, such total reimbursement not to exceed \$15,000. Reimbursement under this Section 9.9 shall be made within 15 calendar days of execution of this Agreement by the County.

11.10. Incorporation of Exhibits. All exhibits attached hereto are incorporated herein. The exhibits attached to this Agreement are:

Exhibit A – Reinvestment Zone & Property Descriptions .

[Signature Page Follows]

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


Attachments:

COUNTY:

ATTEST:

Throckmorton County, Texas

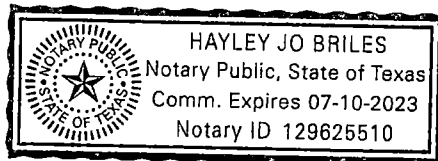

Dianna Moore, County Clerk

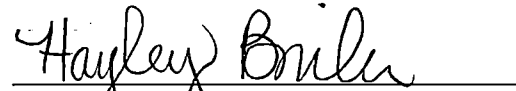

Trey Carrington, County Judge

STATE OF TEXAS)

COUNTY OF THROCKMORTON)

This instrument was acknowledged before me on January 24, 2022 by Trey Carrington, County Judge of Throckmorton County, Texas on behalf of said County.




Notary Public, State of Texas

[Signatures Continue Next Page]

OWNER:

Inertia Wind Project, LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022 by _____, the _____ of Inertia Wind Project, LLC, a _____ limited liability company, on behalf of Inertia Wind Project, LLC.

Notary Public, State of _____

Exhibit A – Reinvestment Zone & Property Descriptions

OWNER	PROP ID	ACRES	LEGAL DESC	Improvements? (Y/N)
STEINFATH LENA ESTATE	3235	81.41	A-1328 BBB&C 25	N
FARMLAND RESERVE INC	2976	330	A-1120 BBB&C 38 S/2 JOHN SAUER	Y
FARMLAND RESERVE INC	2913	647	A-1074 BBB&C 50 JE POOLE	Y
STEINFATH LENA ESTATE	2865	260.5	A-1044 BBB&C 26 D C CAMPBELL	N
LA DAVIS PROPERTIES LP	1214	320	A-42 BBB&C 37	N
LA DAVIS PROPERTIES LP	1224	640	A-49 BBB&C 51	N
STEINFATH FARMS LLC-SERIES ONE	2864	247.5	A-1044 BBB&C 26 D C CAMPBELL	N
STEINFATH LENA ESTATE	1217	3	A-42 BBB&C 37	Y
STEINFATH LENA ESTATE	1216	197	A-42 BBB&C 37	Y
BALDWIN JACK L	1215	120	A-42 BBB&C 37	N
LA DAVIS PROPERTIES LP	3237	495	A-1329 BBB&C 27	Y
LA DAVIS PROPERTIES LP	2872	640	A-1050 BBB&C 36	N
LA DAVIS PROPERTIES LP	2873	640	A-1051 BBB&C 52	N
LA DAVIS PROPERTIES LP	2866	490	A-1045 BBB&C 28	N
LA DAVIS PROPERTIES LP	1213	640	A-41 BBB&C 35	N
LA DAVIS PROPERTIES LP	1225	640	A-50 BBB&C 53	N
LA DAVIS PROPERTIES LP	1211	486	A-39 BBB&C 29	N
LA DAVIS PROPERTIES LP	2868	640	A-1047 BBB&C 34	N
LA DAVIS PROPERTIES LP	2874	640	A-1052 BBB&C 54	N

Exhibit A – Reinvestment Zone & Property Descriptions

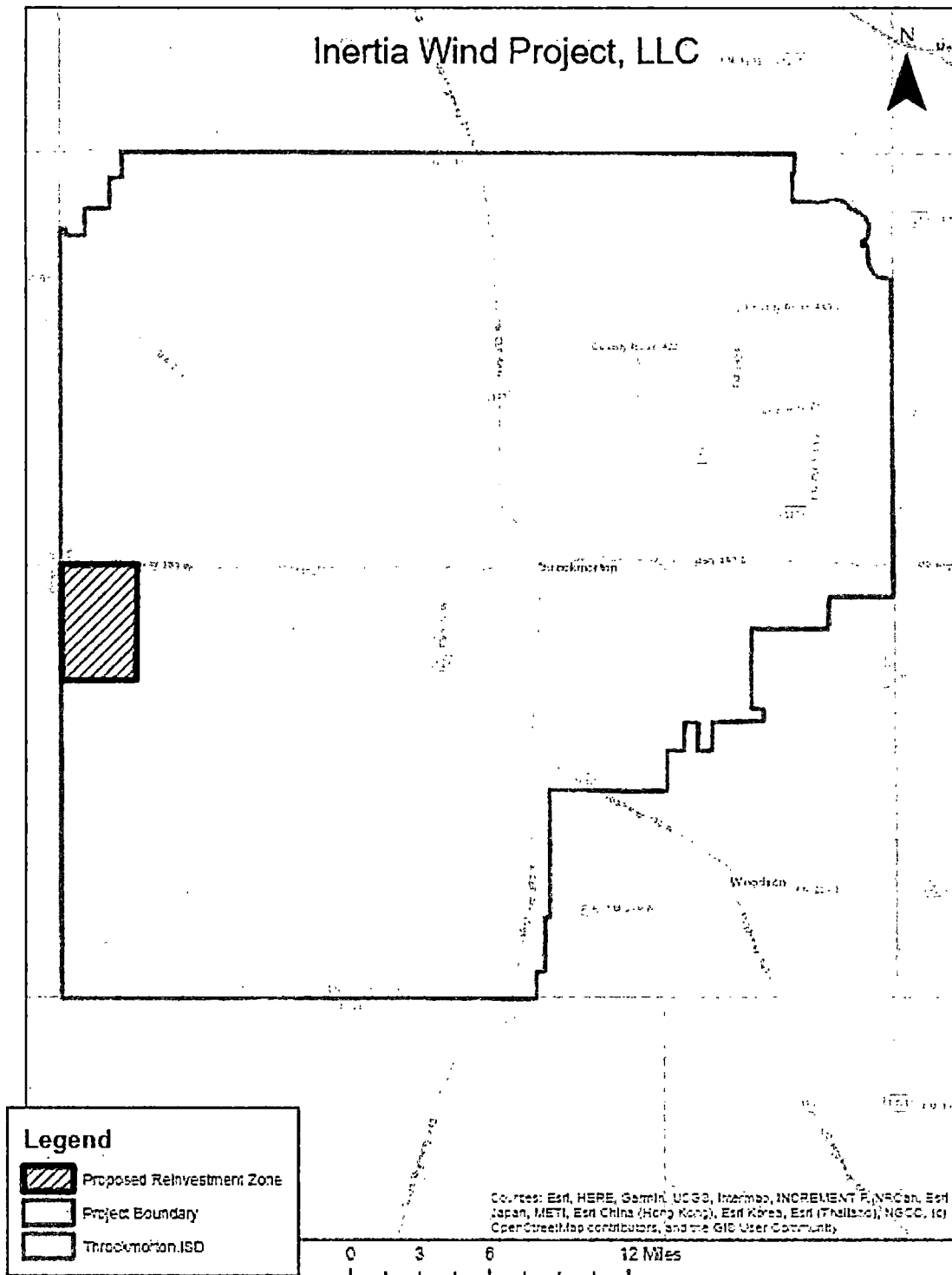
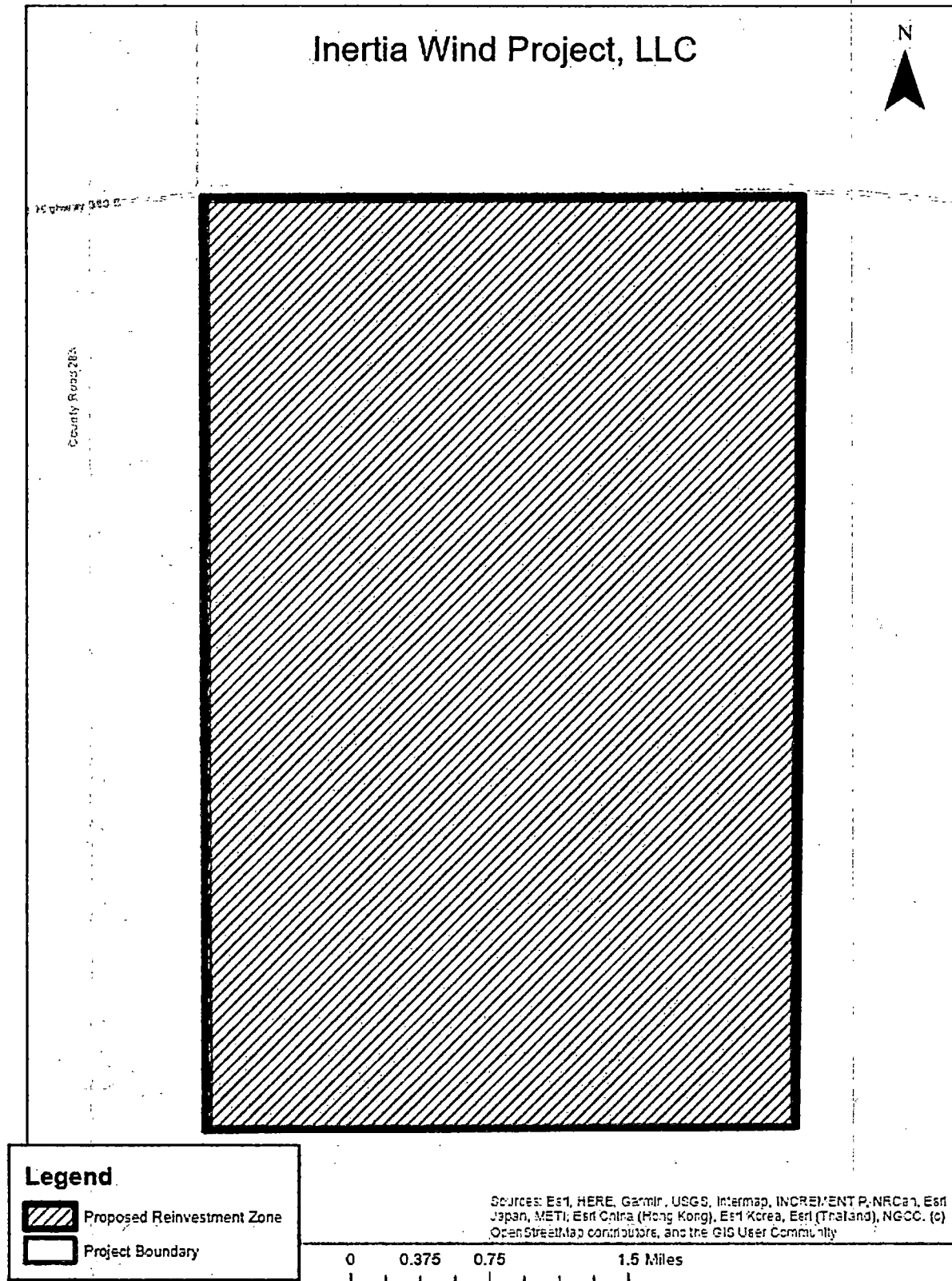


Exhibit A – Reinvestment Zone & Property Descriptions



Doc Wigington
Throckmorton County Sheriff
P.O. Box 578
Throckmorton, TX 76483



Tel. 940-849-8855
Fax 940-849-8856

01-24-22

Elected Officials Report

1. Code 3 grant for new body cams and dash cams. Cost of grant assistance 800.00 for grant of \$15,014.56. Over time saves \$1932.00 per year in body came cost.
2. 14 cases filed in 21 days. Mostly narcotics due to increased interdiction stops.
3. 3 in jail, possibly one getting o out this date.
4. Travelling to Utopia Texas tomorrow for Trooper Joe Osbourne's mother's funeral.
5. Justice Solutions will be offering in car system for Deputies to run DL's and have E-citations. No additional cost to county unless we add a user.
6. CJIS Audit tomorrow.

Sheriff Doc Wigington

Throckmorton County

The Great State of Texas

940.849.8855

940.849.8856 (fax)

January 24, 2022		
<u>VENDOR NAME</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
CITY OF WOODSON		210.00
VERIZON		246.44
UNUM		304.58
AT&T	PREC. 1	94.47
SUPERIOR VISION		150.42
TEXAS CHILD SUPPORT		112.00
COACH'S TREE TRIMMING		1,500.00
TAC		550.00
TAC		95.00
STEPHENS COUNTY		3,228.05
DAX PUESCHEL		400.00
DAX PUESCHEL		350.00
DE LAGE LANDEN		731.90
TPD DIRT WORKS	PREC. 2	2,750.00
THE LOFTS		1,125.50
JAMES WIGINGTON		37.13
LONE STAR TOWER		14,350.00
TAC		125.00
WARREN CAT	PREC. 1	3,163.46
YELLOW ROSE LODGE		150.00
THROCKMORTON CHRISTIAN ALLIANCE		46.00
NOAH PROJECT		30.00
ELIZABETH BELLAH	PREC. 4	3,200.00