

19,230 - 1A

FILED FOR RECORD  
at 12:00 o'clock P M

**TAX ABATEMENT AGREEMENT**

**DEC 10 2024**

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF HUNT §**

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By 

This Tax Abatement Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between HUNT COUNTY, TEXAS (“Governmental Unit”) and 400 MAPLE STREET, LLC (hereinafter referred to as “Owner” or “400 MAPLE”), the owner of taxable personal property and owner and lessee of real property in the City of Commerce and in Hunt County, Texas (“Property”).

WHEREAS, HUNT COUNTY, Texas has designated certain property within HUNT COUNTY, to be known as the KNIGHT STREET REINVESTMENT ZONE; and located at 400 Maple Street, City of Commerce, Hunt County, Texas 75428; and

WHEREAS, Owner is the owner of certain personal property and owner, and lessee of real property located at 400 Maple Street, Commerce, Texas, in Hunt County (the “Property”) which Property is located within the Knight Street Reinvestment Zone; and

WHEREAS, 400 MAPLE intends to purchase a 309,454 square foot manufacturing facility, with an initial investment of Fifteen Million Dollars (\$15,000,000) in real and business personal property on the Property; and an anticipated capital investment [inclusive of additional companies operating within the building for 400 Maple Street, LLC] of Thirty-four Million Dollars (\$34,000,00.00); and

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained:

**I. AUTHORIZATION**

This agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, as amended (“Act”), and is subject to the laws of the State of Texas and the charter, ordinances, and orders of the Governmental Unit.

**II. DEFINITIONS**

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

1. “Abatement” means the full or partial exemption from ad valorem taxes of the improvements on certain real property and personal property in a reinvestment zone designated by an affected jurisdiction for economic development purposes pursuant to the Act.
2. “Added Value” means the increase in the value of the Property as a result of “expansion” or “modernization” of an existing facility or construction of a “new

facility,” as measured by the amount actually incurred by 400 MAPLE or its affiliates, to improve the Property. It does not mean or include “deferred maintenance.”

3. “Affected Jurisdiction” means Hunt County, Texas and any municipality or school district, the majority of which is located in Hunt County, that levies ad valorem taxes upon and provides services to property located within the proposed or existing reinvestment zone designated by Hunt County.
4. “Base Year Value” means the assessed value of the Eligible Property as certified by the Hunt County Appraisal District on January 1, 2024, preceding the execution of the Agreement, plus the agreed upon value of eligible property improvements made after January 1, 2024, but before the execution of this Agreement.
5. “Eligible Property” means the leasehold interest, improvements, or tangible personal property located on the Property or added between January 1, 2025 and January 1, 2035, plus that office space and related fixed improvements necessary to the operation and administration of the facility.
6. “Facility” means a Basic Manufacturing Facility, Petrochemical Facility, Regional Distribution Facility, or any other Authorized Facility as approved by the Governmental Unit(s), as set forth in the Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s).
7. “Improvements” means the buildings or portions thereof and other improvements used for commercial or industrial purposes on the Property.
8. “Ineligible Property” means the following types of property shall be fully taxable and ineligible for abatement: any tangible personal property or real property not defined as eligible property, except as provided in Section 2(f) of the Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s); property owned or used by the State of Texas, or its political subdivisions, or by any organization owned, operated or directed by a political subdivision of the State of Texas.
9. “Community Entities” means Hunt County, Texas, the City of Commerce, Texas, Commerce Economic Development Corporation, Commerce, Texas, and any other similar organization within the City of Commerce, Texas which extends to Owner one or more incentives pursuant to this or other agreements.
10. “Development Agreement” means the Agreement by and between Commerce Economic Development Corporation, Commerce, Texas and 400 MAPLE STREET, LLC, with respect to the Property and the Facility, for the purpose of tax abatement.

The Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit dated February 13, 2024 (the “Guidelines”) are incorporated by reference as a part of this Agreement. In the event of any conflict or inconsistency between the Guidelines and this

Agreement, the terms of this Agreement shall prevail. Except as the same may be modified herein, all definitions set forth therein are applicable to this Agreement.

**III. PROPERTY**

The Property is an area within Hunt County, Texas located within the jurisdiction of the Governmental Unit as more fully described in Exhibit “A,” attached hereto and made a part hereof. Said property is located within an authorized zone for tax abatement.

The Hunt County Appraisal District has established the following value for the Property, including improvements thereon, as of the January 1, 2024 valuation date prior to the date of execution of this Agreement and which is the last valuation record known by the parties.

|                                  |             |
|----------------------------------|-------------|
| Real Estate and Leasehold Estate | \$7,225,000 |
| Tangible Personal Property       | \$0.00      |

The parties incorporate such value into this Agreement but agree to adjust such value as may be necessary. January 1, 2025 is the Base Year Value.

The Governmental Unit and the Owner agree that the approximate value of any additions to the Property made after January 1, 2025, and for which abatement is sought and not otherwise reflected on the above valuation Property, is referred to as “Eligible Property.”

**IV. TERM OF ABATEMENT AND AGREEMENT**

Land and Improvement

The Governmental Unit agrees to abate the ad valorem taxes on the Eligible Property in accordance with the terms and conditions of this Agreement. The Abatement shall be effective with the January 1<sup>st</sup> valuation date effective January 1, 2025. The Abatement shall continue for ten (10) years, expiring as of December 31<sup>st</sup> of the 2034 tax year for eligible land and improvement value (the “Abatement Period”). The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1<sup>st</sup> and expiring on December 31<sup>st</sup>, and in no event shall the Abatement extend beyond December 31<sup>st</sup> of the tenth (10<sup>th</sup>) tax year unless extended by agreement in compliance with the local and state law.

The terms and conditions of this Agreement shall continue for the period of Abatement. All covenants and representations of the Owner herein shall continue throughout the term of this Agreement, and any defaults shall be subject to the recapture provisions provided in Part VIII herein.

**V. TAXABILITY**

During the period that the Abatement is effective, taxes shall be payable as follows:

- (1) The value of the land comprising the Property shall be taxable, subject to the terms of this Agreement;
- (2) The value of Ineligible Property shall be fully taxable;
- (3) The Base Year Value of existing Improvements comprising the Property shall be determined each year and shall be fully taxable;
- (4) The value of the existing tangible personal property comprising the Property shall be fully taxable; and
- (5) The Added Value of the Eligible Property made a part of the Property shall be abated as set forth in Part VI herein.

**VI. AMOUNT OF ABATEMENT**

The Abatement provided by the Agreement shall be based upon the Added Value over the Existing Hunt County Tax Roll Value minimum of Eligible Property made a part of the Property as a result of the project. Tax abatement schedule for ten (10) years of eligible appraised value of real property investment and taxes shall be abated annually as follows:

**A. REAL ESTATE AND LEASEHOLD ESTATE VALUE**

| <u>Abatement</u> |     |            |     |
|------------------|-----|------------|-----|
| Year One         | 50% | Year Six   | 50% |
| Year Two         | 50% | Year Seven | 50% |
| Year Three       | 50% | Year Eight | 50% |
| Year Four        | 50% | Year Nine  | 50% |
| Year Five        | 50% | Year Ten   | 50% |

**B. TANGIBLE PERSONAL PROPERTY VALUE**

The Abatement provided by this Agreement shall be based upon the added Value of Eligible Property related to this Project. Tax abatement schedule for ten (10) years of eligible appraised value of equipment value and taxes shall be abated annually as follows:

| <u>Abatement</u> |     |            |     |
|------------------|-----|------------|-----|
| Year One         | 50% | Year Six   | 50% |
| Year Two         | 50% | Year Seven | 50% |
| Year Three       | 50% | Year Eight | 50% |
| Year Four        | 50% | Year Nine  | 50% |
| Year Five        | 50% | Year Ten   | 50% |

**VII. CONTEMPLATED IMPROVEMENTS**

Owner represents that it will remodel a facility at the cost, for the purpose, and in the manner as set forth in the Project Description attached as Exhibit "B." All improvements shall be completed in accordance with all applicable laws, ordinances, rules, or regulations. During the

term of this Agreement, use of the Property shall be limited to operation of the Facility described in the Project Description consistent with the general purpose of encouraging development or redevelopment of the Zone during the period of this Agreement.

Upon completion of the Project, the Reinvestment Advisory Committee shall review the Added Value, as determined by the Hunt County Appraisal District, as well as the number of additional permanent employees added to the project site. If the Added Value is less than the Estimated Added Value that had been previously added, the Reinvestment Advisory Committee may recommend to the Governmental Unit that the Amount of Abatement be immediately adjusted or extinguished.

### **VIII. EVENTS OF DEFAULT AND RECAPTURES**

- A. 1) Discontinued or Reduced Operation During Term of Agreement. In the event that the Facility is completed and begins operation, but subsequently discontinues operation for any reason except fire, explosion or other casualty or accident or natural disaster for a period of one (1) year during the Abatement Period, then the Agreement may be terminated by the Governmental Unit and so shall the Abatement of the taxes for the calendar year during with the Facility no longer produces. The taxes otherwise abated for that calendar year shall be paid to the affected jurisdiction within sixty (60) days from the date of termination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty (60) day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.
- 2) Certification of Compliance by Owner. Owner of the property shall certify annually, through a notarized statement to the Hunt County Appraisal District that Owner is in compliance with each applicable term of this agreement.
- 3) Delinquent Taxes. In the event that the Owner: (1) allows its ad valorem taxes owed the Governmental Unit or any affected jurisdiction to become delinquent and fails to timely and properly file the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the Cure Period, the Agreement then may be terminated and all taxes previously abated by the virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.
- B. Notice of Default. Should the Governmental Unit determine that the Owner is in default according to the terms and conditions of this Agreement, it shall notify the Owner, in writing at the address stated in the Agreement, that if such default is not cured, or, if Owner has not commenced such cure pursuant to a written plan approved by the Hunt County Commissioners Court, within sixty (60) days from the date of such notice (“Cure Period”), then this Agreement may be terminated. In the event the Owner fails to cure, or commence the approved plan to cure for, said default during the Cure Period, the Agreement may be terminated and the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein.
- C. Actual Added Value. Annually, the Chief of the Hunt County Appraisal District or his/her designee, shall examine the real and personal property comprising the reinvestment zone. Should the Hunt County Appraisal District determine that the total level of Added Value

(defined above) during any year of the term of this Agreement, after completion of the Construction Phase, is lower than the estimated Added Value, such that a lower percentage of Abatement is applicable for each year during which an Abatement has been granted, then the difference between the tax abated and the tax which should have been abated, based upon the actual Added Value, shall be determined and each Governmental Unit owner shall be notified. The taxes shall be paid within sixty (60) days of notification to the Owner of such determination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty (60) days' notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.

- D. Continuation of Tax Lien. The amount of tax abated each year under the terms of this agreement shall be secured by a first and prior tax lien which shall continue in existence from year to year until such time as this Agreement between the Governmental Unit and Owner is fully performed by Owner, or until all taxes, whether assessed or recaptured, are paid in full.

If the Governmental Unit terminates this Agreement pursuant to this paragraph VIII, it shall provide Owner with written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Hunt County district courts appealing such termination within sixty (60) days of the written termination notice by the Governmental Unit. If an appeal suit is filed, Owner shall remit to the Governmental Unit(s), within sixty (60) days after the notice of termination, additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provision of Section 42.08, Texas Tax Code. If the final determination of the appeal increases Owner's tax liability above the amount of tax paid, Owner shall remit the additional tax to the Governmental unit(s) pursuant to Section 42.42, Texas Tax Code. If the final determination of the appeal decreases Owner's tax liability, the Governmental Unit(s) shall refund the Owner the difference between the amount of tax paid and the amount of tax for which owner is liable pursuant to section 42.43, Texas Tax Code.

## **IX. ADMINISTRATION**

The Owner shall allow employees and/or representative(s) of the Governmental Unit to have access to the Property during the term of this Agreement to inspect the Facility to determine compliance with the terms and conditions of this Agreement subject to the further restrictions provided herein and such reasonable guidelines required by the Owner for visitors established from time to time. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in Accordance with Owner's safety standards.

Upon completion of construction, the affected jurisdiction shall annually evaluate each Facility and report possible violations of the contract and agreement to the Governmental Unit and its attorney.

The Chief Appraiser of the Hunt County Appraisal District shall annually determine (i) the taxable value of the real and personal property comprising the Property, taking into consideration

the Abatement provided by this Agreement, and (ii) the full taxable value without Abatement of the real and personal property comprising the Property. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year, the Owner shall furnish the Chief Appraiser with such information outlined in Chapter 22, Texas Tax Code, as amended, and as may be necessary for the administration of the Agreement specified herein.

## **X. ASSIGNMENT**

The Owner may assign this Agreement to a new owner or lessee of the same Facility upon the approval by resolution of this Governmental Unit, which it shall not unreasonably withhold, condition or delay, subject to the financial capacity of the assignee, and provided that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement, guaranteed by the execution of a new contractual agreement with the affected jurisdiction. Any assignment of this Agreement shall be to an entity that will provide substantially the same Improvements to the Property, except to the extent such Improvements have been completed. No assignment shall be approved if the Owner or any assignee is indebted to the Governmental Unit for ad valorem taxes or other obligations. Approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the Owner shall be entitled to assign this Agreement and its rights herein to any of the Owner's affiliates that have a direct or indirect interest in the Property, or to any person or entity obtaining an ownership interest in the Site and/or the Property or to which the Property is transferred, leased, or conveyed. In addition, the Governmental Unit consents to the granting of a security interest in and an assignment by the Owner of this Agreement and its rights herein to any bank or other lender, its successors, assigns, and designees (the "Lender") in connection with any financing or refinancing related to the development, construction, operation or maintenance of the Property, subject to any restrictions under Texas law. In furtherance of the foregoing, the Governmental Unit acknowledges that the Lender may under certain circumstances assume the interests and rights of the Owner under this Agreement. The Governmental Unit acknowledges that the Lender may, under certain circumstances, foreclose upon and sell or cause the Owner to sell or lease the Property and cause any new lessee or purchaser of the Property to assume all of the interests, rights and obligations of the Owner arising under this Agreement. In such event, the Governmental Unit agrees to the assignment by the Owner or the Lender of this Agreement and its rights herein to such purchaser or lessee and, provided that all amounts due at that time under this Agreement are fully paid, shall release the Owner from all obligations hereunder upon any such assignment.

## **XI. NOTICE**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when deposited with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, with the United States Postal Service, addressed to the Governmental Unit or Owner at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

**To the Owner:**

**400 MAPLE STREET, LLC**  
**Attn:** Mr. Brian Foley  
Chief Financial Officer  
421 Industrial Boulevard  
Sulphur Springs, TX 75482

**And to its Attorney:**

**Michael D. Hesse**  
**Hesse, Hesse & Blythe, PC**  
5560 Tennyson Parkway, Suite 250  
Plano, TX 75024

**To the Governmental Unit(s)**

**Hunt County**  
**Attn: Judge Bobby Stovall**  
2507 Lee Street  
Greenville, TX 75401

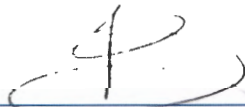
Either party may designate a different address by giving the other party ten (10) days written notice.

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

Executed this the 10<sup>th</sup> day of December, 2024.


**WITNESS:**

By:

  
\_\_\_\_\_  
BECKY LANDRUM, COUNTY CLERK  
HUNT COUNTY, GREENVILLE, TEXAS

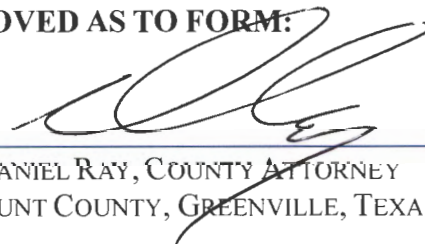
**GOVERNMENTAL UNIT**

By:

  
\_\_\_\_\_  
BOBBY STOVALL, COUNTY JUDGE  
HUNT COUNTY, GREENVILLE, TEXAS

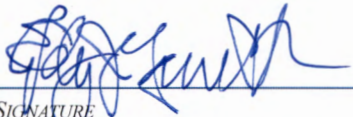
**APPROVED AS TO FORM:**

By:

  
\_\_\_\_\_  
DANIEL RAY, COUNTY ATTORNEY  
HUNT COUNTY, GREENVILLE, TEXAS



**WITNESS:**


BY:   
SIGNATURE

NAME: Edgar J. Garrett Jr

TITLE: Attorney

**OWNER / COMPANY**

**400 MAPLE STREET, LLC**

BY:   
BRIAN FOLEY, CHIEF FINANCIAL OFFICER

**Exhibit "A"**  
**Property Description**

**Legal Description:**

Property ID: No. 37623

Legal Description: A1140 WILLIAMS J. TRACT 20, ACRES 49,122

Address: 400 Maple Street, Commerce, Hunt County, Texas

**Exhibit “B”**  
**Project Description**

400 MAPLE STREET, LLC will purchase a 309,454 square foot manufacturing facility located at 400 Maple Street, Commerce, Hunt County, Texas, for the purpose of producing and/or distribution of materials for inverters and batteries for solar panels. 400 MAPLE plans to lease space to at least three additional companies for such production and distribution. Those companies include, but are not limited to:

Solar 76, LLC [formerly known as EG4 Electronics, LLC];  
Outback Power, LLC; and  
Big Battery, LLC

Upon completion of renovations and installation of equipment and machinery, inclusive of the above companies, 400 MAPLE anticipates a potential capital investment of Thirty-Four Million Dollars (\$34,000,000), and an estimated three hundred full-time employees. The initial capital investment is Fifteen Million Dollars (\$15,000,000).

19,230.18

CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT FILED FOR RECORD  
BETWEEN at 12:00 o'clock P M  
HUNT COUNTY AND 400 MAPLE STREET, LLC

DEC 10 2024

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By 

STATE OF TEXAS §  
  §  
COUNTY OF HUNT §

This Chapter 381 Agreement (“Agreement”) is entered into on December 10, 2024, (the “Effective Date”) by and between HUNT COUNTY, Texas, (the “County”), duly acting herein by and through its County Judge, and 400 MAPLE STREET, LLC (the “Company”) acting herein by and through their duly authorized officers.

WITNESSETH:

WHEREAS, in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381 of the Texas Local Government Code under which the County has the authority to make loans or grants of public funds for the purposes of promoting local economic development by simulating business and commercial activity within the County for new, developing, and expanding businesses; and

WHEREAS, the Company intends to purchase a 309,454 square foot manufacturing facility on 48 acres, inclusive of three additional companies for the purpose of assembly, manufacturing, and distribution of inverters and batteries for the solar industry, locating equipment and other personal property in the County which would increase the County’s property tax base, and Company’s operations in the region will create employment opportunities for residents of the County; and

WHEREAS, in order to encourage Company to locate a manufacturing and distribution center in the County, County intends to provide Company a personal property tax rebate; and

WHEREAS, the County has concluded and hereby finds that this Agreement promotes economic development in the County and, as such, meets the requirements under Chapter 381, and is in the best interests of the County; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of County and Company; and

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company agree as follows:

- 1. **Definitions.** For the purposes of this Agreement, when not inconsistent with the context, words, used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be

applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. Words not defined in this Agreement shall be given their common and ordinary meaning. The following words shall be given the meanings designated.

- a. *Baseline Date or Baseline* shall mean the date from which Company’s capital investment requirements shall be measured, which shall be January 1, 2025.
  - b. *Property* shall refer to tangible personal property and real property, including, without limitation, buildings, structures, alterations, and other improvements placed upon the applicable land.
2. **Capital Investment.** The Company represents that it will use its best efforts to make a capital investment in Property with an initial minimum value of Fifteen Million Dollars (\$15,000,000) in real and business personal property on the Property; and an anticipated capital investment (inclusive of additional companies operating within the building for 400 Maple Street, LLC) of approximately Thirty-Four Million (\$34,000,000) dollars.
3. **Grant of Personal Property Tax Rebate.** In consideration of Company making a capital investment in the County, the County agrees, subject to the terms and conditions contained herein, that the tangible personal property (“Personal Property”) shall be entitled to a Personal Property Tax Rebate equivalent to the “Qualified Freeport Eligible Inventory Value” (as defined in Tex. Tax Code §11.251) assessed by any applicable Taxing District Authority for a term of 20 years beginning on January 1, 2025. Rebate Calculation shall be: Qualified Freeport Inventory Value (as certified by the Hunt County Chief Appraiser) divided by 100, times the current year County Tax Rate.
4. **Payment of Rebate.** All Property Tax Rebate payments subject to this Agreement shall be paid to Company by the County no later than October 31 of each year, following the January 1 assessment date for which the County receives a copy of the paid County Taxes receipt for the respective year. The first payment shall be due October 31, 2025.
5. **Facility Location.** The distribution center must be located within the County of Hunt at all times during the term of this Agreement.
6. **Compliance with Law.** Company agrees to pay all property taxes that may be owed to the County or any other taxing entity prior to such taxes and/or assessments becoming delinquent; provided that Company shall have the right to contest in good faith the validity or application of any such property tax or assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion.
7. **Payment of Taxes and Assessments.** Company agrees to pay all property taxes that may be owed to the County or any other taxing entity prior to such taxes and/or assessments becoming delinquent; provided that Company shall have the right to contest in good faith the validity or application of any such property tax or assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion.

## 8. Submission of Reports.

- a. Company shall submit to the county, on an annual basis on or before April 30 of each year, the information or reports necessary for the monitoring of the performance criteria established in this Agreement for Company.
- b. Because of the highly competitive nature of the industry in which Company does business, the County agrees that the reports which Company is required to submit may contain information which Company considers to be valuable proprietary information. As such, the County agrees to keep any and all reports provided by Company as confidential information to the extent the documents are not public information under the Public Information Act, Chapter 552, TEXAS GOVERNMENT CODE, as amended.

9. **Default.** The County shall provide Company written notice of Company's default. If such default is not cured within sixty (60) days from the date written notice is received by Company from the County, then the County may at the County's sole option, terminate this Agreement.

10. **Term.** The term of this Agreement shall be from the Effective Date through December 31, 2044, unless this Agreement is extended by the County, which would extend the term of this Agreement.

## 11. Miscellaneous.

- a. **Condition to the Company's Obligations.** Notwithstanding anything to the contrary in this Agreement, the effectiveness of the terms of this Agreement are contingent upon the Company electing to proceed with the contemplated manufacturing and distribution center in the County by this Agreement.
- b. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity, and enforceability of the remaining provision, there shall be added automatically as part of this Agreement a provision that is similar in terms and substance to such deleted provision as may be possible and yet be legal, valid, and enforceable. The failure of the County to approve this Agreement does not affect the legality, validity or enforceability of this Agreement for the County or Company.
- c. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Hunt County, Texas. In the event of litigation, jurisdiction shall lie in Hunt County, Texas.
- d. **Amendments.** No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- e. **No Waiver.** No waiver by any party to this Agreement in any event of default, or breach of any covenant, condition or stipulation herein contained shall be treated

as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

- f. **Assignment.** Company may not assign this Agreement without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed; provided, however, that Company may assign this Agreement to an Affiliate or to a party which acquires all or substantially all of the capital stock of Company, upon written notice to the County but without the requirement of prior consent.
- g. **Binding.** This Agreement is binding on the parties herein their successor, assigns, parent corporations and subsidiaries.
- h. **Notice.** All notices by this Agreement (i) shall be in writing, (ii) shall be addressed to the parties as set forth below unless notified in writing of a change in address, and (iii) shall be deemed to have been delivered either when personally delivered or, if sent by mail, in which event it shall be sent by registered or certified mail, return receipt requested, three (3) business days after mailing. The addresses of the parties are as follows:

**To the Owner:**

**400 MAPLE STREET, LLC**  
**Attn:** Mr. Brian Foley  
Chief Financial Officer  
421 Industrial Boulevard  
Sulphur Springs, TX 75482

**And to its Attorney:**

**Michael D. Hesse**  
**Hesse, Hesse & Blythe, PC**  
5560 Tennyson Parkway, Suite 250  
Plano, TX 75024

**To the Governmental Unit(s)**

**Hunt County**  
**Attn: Judge Bobby Stovall**  
2507 Lee Street  
Greenville, TX 75401

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in multiple counterparts, each of equal dignity.

Executed on this the 10<sup>th</sup> day of December, 2024.

**WITNESS:**

**GOVERNMENTAL UNIT**

By: 

BECKY LANDRUM, COUNTY CLERK  
HUNT COUNTY, GREENVILLE, TEXAS

By: 

BOBBY STOVALL, COUNTY JUDGE  
HUNT COUNTY, GREENVILLE, TEXAS

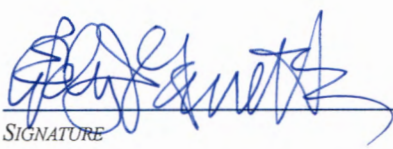
**APPROVED AS TO FORM:**

**BY:**

  
\_\_\_\_\_  
DANIEL RAY, COUNTY ATTORNEY  
HUNT COUNTY, GREENVILLE, TEXAS

**WITNESS:**

**BY:**

  
\_\_\_\_\_  
*SIGNATURE*

**NAME:** Edgar J. Corrett Jr.

**TITLE:** Attorney

**OWNER / COMPANY**  
**400 MAPLE STREET, LLC**

**BY:**

  
\_\_\_\_\_  
BRIAN FOLEY, CHIEF FINANCIAL OFFICER



19,230 - 2A

**TAX ABATEMENT AGREEMENT**

**FILED FOR RECORD**  
at 12:00 o'clock P M

**THE STATE OF TEXAS §**

**§**

**COUNTY OF HUNT §**

**DEC 10 2024**

**BECKY LANDRUM**  
County Clerk, Hunt County, Tex.  
By [Signature]

This Tax Abatement Agreement (hereinafter referred to as "Agreement") is made and entered into by and between **HUNT COUNTY, TEXAS** ("Governmental Unit") and **SOLAR 76, LLC [Formerly known as EG4 ELECTRONICS, LLC]** (hereinafter referred to as "Owner" or "SOLAR 76"), the owner of leasehold and taxable personal property in the City of Commerce and in Hunt County, Texas ("Property").

WHEREAS, HUNT COUNTY, Texas has designated certain property within HUNT COUNTY, to be known as the KNIGHT STREET REINVESTMENT ZONE; and located at 400 Maple Street, City of Commerce, Hunt County, Texas 75428; and

WHEREAS, Owner is the owner of leasehold and certain taxable personal property located at 400 Maple Street, Commerce, Texas, in Hunt County (the "Property") which Property is located within the Knight Street Reinvestment Zone; and

WHEREAS, SOLAR 76 will lease manufacturing and distribution space at 400 Maple Street, Commerce, Hunt County, Texas, with an initial investment of approximately Five Million Dollars (\$5,000,000) in business personal property on the Property; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained:

**I. AUTHORIZATION**

This agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, as amended ("Act"), and is subject to the laws of the State of Texas and the charter, ordinances, and orders of the Governmental Unit.

**II. DEFINITIONS**

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

1. "Abatement" means the full or partial exemption from ad valorem taxes of the improvements on certain real property and personal property in a reinvestment zone designated by an affected jurisdiction for economic development purposes pursuant to the Act.
2. "Added Value" means the increase in the value of the Property as a result of "expansion" or "modernization" of an existing facility or construction of a "new facility," as measured by the amount actually incurred by SOLAR 76 or its affiliates, to improve the Property. It does not mean or include "deferred maintenance."

3. “Affected Jurisdiction” means Hunt County, Texas and any municipality or school district, the majority of which is located in Hunt County, that levies ad valorem taxes upon and provides services to property located within the proposed or existing reinvestment zone designated by Hunt County.
4. “Base Year Value” means the assessed value of the Eligible Property as certified by the Hunt County Appraisal District on January 1, 2024, preceding the execution of the Agreement, plus the agreed upon value of eligible property improvements made after January 1, 2024, but before the execution of this Agreement.
5. “Eligible Property” means the leasehold interest, improvements, or tangible personal property located on the Property or added between January 1, 2025 and January 1, 2035, plus that office space and related fixed improvements necessary to the operation and administration of the facility.
6. “Facility” means a Basic Manufacturing Facility, Petrochemical Facility, Regional Distribution Facility, or any other Authorized Facility as approved by the Governmental Unit(s), as set forth in the Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s).
7. “Improvements” means the buildings or portions thereof and other improvements used for commercial or industrial purposes on the Property.
8. “Ineligible Property” means the following types of property shall be fully taxable and ineligible for abatement: any tangible personal property or real property not defined as eligible property, except as provided in Section 2(f) of the Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s); property owned or used by the State of Texas, or its political subdivisions, or by any organization owned, operated or directed by a political subdivision of the State of Texas.
9. “Community Entities” means Hunt County, Texas, the City of Commerce, Texas, Commerce Economic Development Corporation, Commerce, Texas, and any other similar organization within the City of Commerce, Texas which extends to Owner one or more incentives pursuant to this or other agreements.
10. “Development Agreement” means the Agreement by and between Commerce Economic Development Corporation, Commerce, Texas and SOLAR 76, LLC, with respect to the Property at the Facility, for the purpose of tax abatement.

The Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit dated February 13, 2024 (the “Guidelines”) are incorporated by reference as a part of this Agreement. In the event of any conflict or inconsistency between the Guidelines and this Agreement, the terms of this Agreement shall prevail. Except as the same may be modified herein, all definitions set forth therein are applicable to this Agreement.

### III. PROPERTY

The Property is an area within Hunt County, Texas located within the jurisdiction of the Governmental Unit as more fully described in Exhibit "A," attached hereto and made a part hereof. Said property is located within an authorized zone for tax abatement.

The Hunt County Appraisal District has established the following value for the Property, including improvements thereon, as of the January 1, 2024 valuation date prior to the date of execution of this Agreement and which is the last valuation record known by the parties.

|                                  |        |
|----------------------------------|--------|
| Real Estate and Leasehold Estate | N/A    |
| Tangible Personal Property       | \$0.00 |

The parties incorporate such value into this Agreement but agree to adjust such value as may be necessary. January 1, 2025 is the Base Year Value.

The Governmental Unit and the Owner agree that the approximate value of any additions to the Property made after January 1, 2025, and for which abatement is sought and not otherwise reflected on the above valuation Property, is referred to as "Eligible Property."

### IV. TERM OF ABATEMENT AND AGREEMENT

#### Land and Improvement

The Governmental Unit agrees to abate the ad valorem taxes on the Eligible Property in accordance with the terms and conditions of this Agreement. The Abatement shall be effective with the January 1<sup>st</sup> valuation date effective January 1, 2025. The Abatement shall continue for ten (10) years, expiring as of December 31<sup>st</sup> of the 2034 tax year for eligible land and improvement value (the "Abatement Period"). The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1<sup>st</sup> and expiring on December 31<sup>st</sup>, and in no event shall the Abatement extend beyond December 31<sup>st</sup> of the tenth (10<sup>th</sup>) tax year unless extended by agreement in compliance with the local and state law.

The terms and conditions of this Agreement shall continue for the period of Abatement. All covenants and representations of the Owner herein shall continue throughout the term of this Agreement, and any defaults shall be subject to the recapture provisions provided in Part VIII herein.

### V. TAXABILITY

During the period that the Abatement is effective, taxes shall be payable as follows:

- (1) The value of the land comprising the Property shall be taxable, subject to the terms of this Agreement;
- (2) The value of Ineligible Property shall be fully taxable;

- (3) The Base Year Value of existing Improvements comprising the Property shall be determined each year and shall be fully taxable;
- (4) The value of the existing tangible personal property comprising the Property shall be fully taxable; and
- (5) The Added Value of the Eligible Property made a part of the Property shall be abated as set forth in Part VI herein.

**VI. AMOUNT OF ABATEMENT**

The Abatement provided by the Agreement shall be based upon the Added Value over the Existing Hunt County Tax Roll Value minimum of Eligible Property made a part of the Property as a result of the project. Tax abatement schedule for ten (10) years of eligible appraised value of personal property investment and taxes shall be abated annually as follows:

**A. REAL ESTATE AND LEASEHOLD ESTATE VALUE – N/A**

| <u>Abatement</u> |     |            |     |
|------------------|-----|------------|-----|
| Year One         | 50% | Year Six   | 50% |
| Year Two         | 50% | Year Seven | 50% |
| Year Three       | 50% | Year Eight | 50% |
| Year Four        | 50% | Year Nine  | 50% |
| Year Five        | 50% | Year Ten   | 50% |

**B. TANGIBLE PERSONAL PROPERTY VALUE**

The Abatement provided by this Agreement shall be based upon the added Value of Eligible Property related to this Project. Tax abatement schedule for ten (10) years of eligible appraised value of equipment value and taxes shall be abated annually as follows:

| <u>Abatement</u> |     |            |     |
|------------------|-----|------------|-----|
| Year One         | 50% | Year Six   | 50% |
| Year Two         | 50% | Year Seven | 50% |
| Year Three       | 50% | Year Eight | 50% |
| Year Four        | 50% | Year Nine  | 50% |
| Year Five        | 50% | Year Ten   | 50% |

**VII. EVENTS OF DEFAULT AND RECAPTURES**

- A. 1) Discontinued or Reduced Operation During Term of Agreement. In the event that Company subsequently discontinues operation for any reason except fire, explosion or other casualty or accident or natural disaster for a period of one (1) year during the Abatement Period, then the Agreement may be terminated by the Governmental Unit and so shall the Abatement of the taxes for the calendar year during with the Facility no longer

produces. The taxes otherwise abated for that calendar year shall be paid to the affected jurisdiction within sixty (60) days from the date of termination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty (60) day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.

2) Certification of Compliance by Owner. Owner of the property shall certify annually, through a notarized statement to the Hunt County Appraisal District that Owner is in compliance with each applicable term of this agreement.

3) Delinquent Taxes. In the event that the Owner: (1) allows its ad valorem taxes owed the Governmental Unit or any affected jurisdiction to become delinquent and fails to timely and properly file the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the Cure Period, the Agreement then may be terminated and all taxes previously abated by the virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

B. Notice of Default. Should the Governmental Unit determine that the Owner is in default according to the terms and conditions of this Agreement, it shall notify the Owner, in writing at the address stated in the Agreement, that if such default is not cured, or, if Owner has not commenced such cure pursuant to a written plan approved by the Hunt County Commissioners Court, within sixty (60) days from the date of such notice (“Cure Period”), then this Agreement may be terminated. In the event the Owner fails to cure, or commence the approved plan to cure for, said default during the Cure Period, the Agreement may be terminated and the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein.

C. Continuation of Tax Lien. The amount of tax abated each year under the terms of this agreement shall be secured by a first and prior tax lien which shall continue in existence from year to year until such time as this Agreement between the Governmental Unit and Owner is fully performed by Owner, or until all taxes, whether assessed or recaptured, are paid in full.

If the Governmental Unit terminates this Agreement pursuant to this paragraph VII, it shall provide Owner with written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Hunt County district courts appealing such termination within sixty (60) days of the written termination notice by the Governmental Unit. If an appeal suit is filed, Owner shall remit to the Governmental Unit(s), within sixty (60) days after the notice of termination, additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provision of Section 42.08, Texas Tax Code. If the final determination of the appeal increases Owner’s tax liability above the amount of tax paid, Owner shall remit the additional tax to the Governmental unit(s) pursuant to Section 42.42, Texas Tax Code. If the final determination of the appeal decreases Owner’s tax liability, the Governmental Unit(s) shall refund the Owner the difference between the amount of tax paid and the amount of tax for which owner is liable pursuant to section 42.43, Texas Tax Code.

## VIII. ADMINISTRATION

The Owner shall allow employees and/or representative(s) of the Governmental Unit to have access to the Property during the term of this Agreement to inspect the Facility to determine compliance with the terms and conditions of this Agreement subject to the further restrictions provided herein and such reasonable guidelines required by the Owner for visitors established from time to time. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in Accordance with Owner's safety standards.

The Chief Appraiser of the Hunt County Appraisal District shall annually determine (i) the taxable value of the personal property comprising the Property, taking into consideration the Abatement provided by this Agreement, and (ii) the full taxable value without Abatement of the personal property comprising the Property. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year, the Owner shall furnish the Chief Appraiser with such information outlined in Chapter 22, Texas Tax Code, as amended, and as may be necessary for the administration of the Agreement specified herein.

## IX. ASSIGNMENT

The Owner may assign this Agreement to a new owner or lessee of the same property upon the approval by resolution of this Governmental Unit, which it shall not unreasonably withhold, condition or delay, subject to the financial capacity of the assignee, and provided that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement, guaranteed by the execution of a new contractual agreement with the affected jurisdiction. Any assignment of this Agreement shall be to an entity that will provide substantially the same Improvements to the Property, except to the extent such Improvements have been completed. No assignment shall be approved if the Owner or any assignee is indebted to the Governmental Unit for ad valorem taxes or other obligations. Approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the Owner shall be entitled to assign this Agreement and its rights herein to any of the Owner's affiliates that have a direct or indirect interest in the Property or to any person or entity obtaining an ownership interest in the Property or to which the Property is transferred, leased, or conveyed. In addition, the Governmental Unit consents to the granting of a security interest in and an assignment by the Owner of this Agreement and its rights herein to any bank or other lender, its successors, assigns, and designees (the "Lender") in connection with any financing or refinancing related to the development, construction, operation or maintenance of the Property, subject to any restrictions under Texas law. In furtherance of the foregoing, the Governmental Unit acknowledges that the Lender may under certain circumstances assume the interests and rights of the Owner under this Agreement. The Governmental Unit acknowledges that the Lender may, under certain circumstances, foreclose upon and sell or cause the Owner to sell or lease the Property and cause any new lessee or purchaser of the Property to assume all of the interests, rights and obligations of the Owner arising under this Agreement. In such event, the Governmental Unit agrees to the assignment by the Owner or the Lender of this Agreement and its rights herein to such purchaser

or lessee and, provided that all amounts due at that time under this Agreement are fully paid, shall release the Owner from all obligations hereunder upon any such assignment.

## X. NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when deposited with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, with the United States Postal Service, addressed to the Governmental Unit or Owner at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

**To the Owner:**

**SOLAR 76, LLC**  
**[Formerly known as EG4 Electronics, LLC]**  
**Attn: Mr. Brian Foley**  
Chief Financial Officer  
421 Industrial Boulevard  
Sulphur Springs, TX 75482

**And to its Attorney:**

**Michael D. Hesse**  
**Hesse, Hesse & Blythe, PC**  
5560 Tennyson Parkway, Suite 250  
Plano, TX 75024

**To the Governmental Unit(s)**

**Hunt County**  
**Attn: Judge Bobby Stovall**  
2507 Lee Street  
Greenville, TX 75401

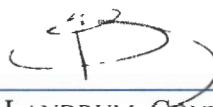
Either party may designate a different address by giving the other party ten (10) days written notice.

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

Executed this the 10<sup>th</sup> day of December, 2024.

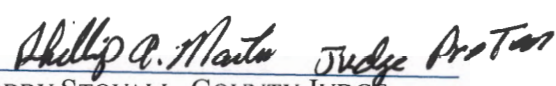
**WITNESS:**

By:

  
\_\_\_\_\_  
BECKY LANDRUM, COUNTY CLERK  
HUNT COUNTY, GREENVILLE, TEXAS

**GOVERNMENTAL UNIT**

By:

  
\_\_\_\_\_  
BOBBY STOVALL, COUNTY JUDGE  
HUNT COUNTY, GREENVILLE, TEXAS

**APPROVED AS TO FORM:**

**BY:**

  
\_\_\_\_\_  
DANIEL RAY, COUNTY ATTORNEY  
HUNT COUNTY, GREENVILLE, TEXAS

**WITNESS:**

**BY:**

  
\_\_\_\_\_  
*SIGNATURE*

**NAME:**

Edgar J. Garrett

**TITLE:**

Attorney

**OWNER / COMPANY**

**SOLAR 76, LLC**

**[Formerly known as EG4 Electronics, LLC]**

**BY:**

  
\_\_\_\_\_  
BRIAN FOLEY, CHIEF FINANCIAL OFFICER



**Exhibit "A"**  
**Property Description**

Business personal property for the production and distribution of components and equipment for the solar industry, with an estimated value of Five Million (\$5,000,000) Dollars.

19,230 - 2B

**CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT**

**BETWEEN**


**HUNT COUNTY AND SOLAR 76, LLC**

[FORMERLY KNOWN AS EG4 ELECTRONICS, LLC] at 12:00 o'clock PM M

**FILED FOR RECORD**

**DEC 10 2024**

**BECKY LANDRUM**  
County Clerk, Hunt County, Tex.

By 

STATE OF TEXAS           §  
  §  
COUNTY OF HUNT       §

This Chapter 381 Agreement (“Agreement”) is entered into on December 10, 2024, (the “Effective Date”) by and between **HUNT COUNTY**, Texas, (the “County”), duly acting herein by and through its County Judge, and **SOLAR 76, LLC [formerly known as EG4 ELECTRONICS, LLC]** (the “Company”) acting herein by and through their duly authorized officers.

**WITNESSETH:**

**WHEREAS**, in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381 of the Texas Local Government Code under which the County has the authority to make loans or grants of public funds for the purposes of promoting local economic development by simulating business and commercial activity within the County for new, developing, and expanding businesses; and

**WHEREAS**, the Company intends to lease space for manufacturing and distribution at 400 Maple Street, Commerce, Hunt County, Texas, for the purpose of assembly, manufacturing, and distribution of materials for the solar industry, locating equipment and other personal property in the County which would increase the County’s property tax base, and Company’s operations in the region will create employment opportunities for residents of the County; and

**WHEREAS**, in order to encourage Company to locate a manufacturing and distribution center in the County, County intends to provide Company a personal property tax rebate; and

**WHEREAS**, the County has concluded and hereby finds that this Agreement promotes economic development in the County and, as such, meets the requirements under Chapter 381, and is in the best interests of the County; and

**WHEREAS**, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of County and Company; and

**NOW, THEREFORE**, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company agree as follows:

1. **Definitions.** For the purposes of this Agreement, when not inconsistent with the context, words, used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. Words not defined in this Agreement shall be given their common and ordinary meaning. The following words shall be given the meanings designated.
  - a. *Baseline Date or Baseline* shall mean the date from which Company’s capital investment requirements shall be measured, which shall be January 1, 2025.
  - b. *Property* shall refer to tangible personal property and real property, including, without limitation, buildings, structures, alterations, and other improvements placed upon the applicable land.
2. **Capital Investment.** The Company represents that it will use its best efforts to make a capital investment in business personal property of approximately Five Million Dollars (\$5,000,000).
3. **Grant of Personal Property Tax Rebate.** In consideration of Company making a capital investment in the County, the County agrees, subject to the terms and conditions contained herein, that the tangible personal property (“Personal Property”) shall be entitled to a Personal Property Tax Rebate equivalent to the “Qualified Freeport Eligible Inventory Value” (as defined in Tex. Tax Code §11.251) assessed by any applicable Taxing District Authority for a term of 20 years beginning on January 1, 2025. Rebate Calculation shall be: Qualified Freeport Inventory Value (as certified by the Hunt County Chief Appraiser) divided by 100, times the current year County Tax Rate.
4. **Payment of Rebate.** All Property Tax Rebate payments subject to this Agreement shall be paid to Company by the County no later than October 31 of each year, following the January 1 assessment date for which the County receives a copy of the paid County Taxes receipt for the respective year. The first payment shall be due October 31, 2025.
5. **Facility Location.** The distribution center must be located within the County of Hunt at all times during the term of this Agreement.
6. **Compliance with Law.** Company agrees to pay all property taxes that may be owed to the County or any other taxing entity prior to such taxes and/or assessments becoming delinquent; provided that Company shall have the right to contest in good faith the validity or application of any such property tax or assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion.
7. **Payment of Taxes and Assessments.** Company agrees to pay all property taxes that may be owed to the County or any other taxing entity prior to such taxes and/or assessments becoming delinquent; provided that Company shall have the right to contest in good faith the validity or application of any such property tax or assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion.

## 8. Submission of Reports.

- a. Company shall submit to the county, on an annual basis on or before April 30 of each year, the information or reports necessary for the monitoring of the performance criteria established in this Agreement for Company.
- b. Because of the highly competitive nature of the industry in which Company does business, the County agrees that the reports which Company is required to submit may contain information which Company considers to be valuable proprietary information. As such, the County agrees to keep any and all reports provided by Company as confidential information to the extent the documents are not public information under the Public Information Act, Chapter 552, TEXAS GOVERNMENT CODE, as amended.

9. **Default.** The County shall provide Company written notice of Company's default. If such default is not cured within sixty (60) days from the date written notice is received by Company from the County, then the County may at the County's sole option, terminate this Agreement.

10. **Term.** The term of this Agreement shall be from the Effective Date through December 31, 2044, unless this Agreement is extended by the County, which would extend the term of this Agreement.

## 11. Miscellaneous.

- a. **Condition to the Company's Obligations.** Notwithstanding anything to the contrary in this Agreement, the effectiveness of the terms of this Agreement are contingent upon the Company electing to proceed with the contemplated manufacturing and distribution center in the County by this Agreement.
- b. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity, and enforceability of the remaining provision, there shall be added automatically as part of this Agreement a provision that is similar in terms and substance to such deleted provision as may be possible and yet be legal, valid, and enforceable. The failure of the County to approve this Agreement does not affect the legality, validity or enforceability of this Agreement for the County or Company.
- c. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Hunt County, Texas. In the event of litigation, jurisdiction shall lie in Hunt County, Texas.
- d. **Amendments.** No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- e. **No Waiver.** No waiver by any party to this Agreement in any event of default, or breach of any covenant, condition or stipulation herein contained shall be treated

as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

- f. **Assignment.** Company may not assign this Agreement without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed; provided, however, that Company may assign this Agreement to an Affiliate or to a party which acquires all or substantially all of the capital stock of Company, upon written notice to the County but without the requirement of prior consent.
- g. **Binding.** This Agreement is binding on the parties herein their successor, assigns, parent corporations and subsidiaries.
- h. **Notice.** All notices by this Agreement (i) shall be in writing, (ii) shall be addressed to the parties as set forth below unless notified in writing of a change in address, and (iii) shall be deemed to have been delivered either when personally delivered or, if sent by mail, in which event it shall be sent by registered or certified mail, return receipt requested, three (3) business days after mailing. The addresses of the parties are as follows:

**To the Owner:**

**SOLAR 76, LLC**  
**[Formerly known as EG4 Electronics, LLC]**  
**Attn:** Mr. Brian Foley  
Chief Financial Officer  
421 Industrial Boulevard  
Sulphur Springs, TX 75482

**And to its Attorney:**

**Michael D. Hesse**  
**Hesse, Hesse & Blythe, PC**  
5560 Tennyson Parkway, Suite 250  
Plano, TX 75024

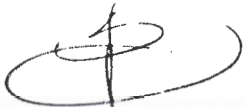
**To the Governmental Unit(s)**

**Hunt County**  
**Attn: Judge Bobby Stovall**  
2507 Lee Street  
Greenville, TX 75401

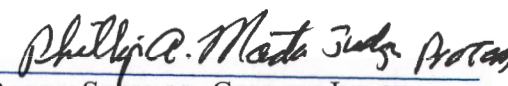
**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in multiple counterparts, each of equal dignity.

Executed on this the 10<sup>th</sup> day of December, 2024.

**WITNESS:**

By:   
\_\_\_\_\_  
BECKY LANDRUM, COUNTY CLERK  
HUNT COUNTY, GREENVILLE, TEXAS

**GOVERNMENTAL UNIT**

By:   
\_\_\_\_\_  
BOBBY STOVALL, COUNTY JUDGE  
HUNT COUNTY, GREENVILLE, TEXAS

**APPROVED AS TO FORM:**

**BY:**

  
\_\_\_\_\_  
DANIEL RAY, COUNTY ATTORNEY  
HUNT COUNTY, GREENVILLE, TEXAS

**WITNESS:**

**BY:**

  
\_\_\_\_\_  
*SIGNATURE*

**NAME:**

Edgar J. Garrett Jr

**TITLE:**

Attorney

**OWNER / COMPANY**

**SOLAR 76, LLC**

**[Formerly known as EG4 Electronics, LLC]**

**BY:**

  
\_\_\_\_\_  
BRIAN FOLEY, CHIEF FINANCIAL OFFICER

19,230 3A

**TAX ABATEMENT AGREEMENT**

**FILED FOR RECORD**  
at 12:00 o'clock P M

**DEC 10 2024**

**BECKY LANDRUM**  
County Clerk, Hunt County, Tex.  
By [Signature]

**THE STATE OF TEXAS** §  
§  
**COUNTY OF HUNT** §

This Tax Abatement Agreement (hereinafter referred to as "Agreement") is made and entered into by and between **HUNT COUNTY, TEXAS** ("Governmental Unit") and **OUTBACK POWER, LLC** (hereinafter referred to as "Owner" or "Outback"), the owner of leasehold and taxable personal property in the City of Commerce and in Hunt County, Texas ("Property").

WHEREAS, HUNT COUNTY, Texas has designated certain property within HUNT COUNTY, to be known as the KNIGHT STREET REINVESTMENT ZONE; and located at 400 Maple Street, City of Commerce, Hunt County, Texas 75428; and

WHEREAS, Owner is the owner of leasehold and certain taxable personal property located at 400 Maple Street, Commerce, Texas, in Hunt County (the "Property") which Property is located within the Knight Street Reinvestment Zone; and

WHEREAS, OUTBACK will lease manufacturing and distribution space at 400 Maple Street, Commerce, Hunt County, Texas, with an investment of approximately Five Million Dollars (\$5,000,000) in business personal property on the Property; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained:

**I. AUTHORIZATION**

This agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, as amended ("Act"), and is subject to the laws of the State of Texas and the charter, ordinances, and orders of the Governmental Unit.

**II. DEFINITIONS**

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

1. "Abatement" means the full or partial exemption from ad valorem taxes of the improvements on certain real property and personal property in a reinvestment zone designated by an affected jurisdiction for economic development purposes pursuant to the Act.
2. "Added Value" means the increase in the value of the Property as a result of "expansion" or "modernization" of an existing facility or construction of a "new facility," as measured by the amount actually incurred by OUTBACK or its affiliates, to improve the Property. It does not mean or include "deferred maintenance."

3. “Affected Jurisdiction” means Hunt County, Texas and any municipality or school district, the majority of which is located in Hunt County, that levies ad valorem taxes upon and provides services to property located within the proposed or existing reinvestment zone designated by Hunt County.
4. “Base Year Value” means the assessed value of the Eligible Property as certified by the Hunt County Appraisal District on January 1, 2024, preceding the execution of the Agreement, plus the agreed upon value of eligible property improvements made after January 1, 2024, but before the execution of this Agreement.
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6. “Facility” means a Basic Manufacturing Facility, Petrochemical Facility, Regional Distribution Facility, or any other Authorized Facility as approved by the Governmental Unit(s), as set forth in the Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s).
7. “Improvements” means the buildings or portions thereof and other improvements used for commercial or industrial purposes on the Property.
8. “Ineligible Property” means the following types of property shall be fully taxable and ineligible for abatement: any tangible personal property or real property not defined as eligible property, except as provided in Section 2(f) of the Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s); property owned or used by the State of Texas, or its political subdivisions, or by any organization owned, operated or directed by a political subdivision of the State of Texas.
9. “Community Entities” means Hunt County, Texas, the City of Commerce, Texas, Commerce Economic Development Corporation, Commerce, Texas, and any other similar organization within the City of Commerce, Texas which extends to Owner one or more incentives pursuant to this or other agreements.
10. “Development Agreement” means the Agreement by and between Commerce Economic Development Corporation, Commerce, Texas and OUTBACK POWER, LLC, with respect to the Property at the Facility, for the purpose of tax abatement.

The Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit dated February 13, 2024 (the “Guidelines”) are incorporated by reference as a part of this Agreement. In the event of any conflict or inconsistency between the Guidelines and this Agreement, the terms of this Agreement shall prevail. Except as the same may be modified herein, all definitions set forth therein are applicable to this Agreement.



### III. PROPERTY

The Property is an area within Hunt County, Texas located within the jurisdiction of the Governmental Unit as more fully described in Exhibit “A,” attached hereto and made a part hereof. Said property is located within an authorized zone for tax abatement.

The Hunt County Appraisal District has established the following value for the Property, including improvements thereon, as of the January 1, 2024 valuation date prior to the date of execution of this Agreement and which is the last valuation record known by the parties.

|                                  |        |
|----------------------------------|--------|
| Real Estate and Leasehold Estate | N/A    |
| Tangible Personal Property       | \$0.00 |

The parties incorporate such value into this Agreement but agree to adjust such value as may be necessary. January 1, 2025 is the Base Year Value.

The Governmental Unit and the Owner agree that the approximate value of any additions to the Property made after January 1, 2025, and for which abatement is sought and not otherwise reflected on the above valuation Property, is referred to as “Eligible Property.”

### IV. TERM OF ABATEMENT AND AGREEMENT

#### Land and Improvement

The Governmental Unit agrees to abate the ad valorem taxes on the Eligible Property in accordance with the terms and conditions of this Agreement. The Abatement shall be effective with the January 1<sup>st</sup> valuation date effective January 1, 2025. The Abatement shall continue for ten (10) years, expiring as of December 31<sup>st</sup> of the 2034 tax year for eligible land and improvement value (the “Abatement Period”). The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1<sup>st</sup> and expiring on December 31<sup>st</sup>, and in no event shall the Abatement extend beyond December 31<sup>st</sup> of the tenth (10<sup>th</sup>) tax year unless extended by agreement in compliance with the local and state law.

The terms and conditions of this Agreement shall continue for the period of Abatement. All covenants and representations of the Owner herein shall continue throughout the term of this Agreement, and any defaults shall be subject to the recapture provisions provided in Part VIII herein.

### V. TAXABILITY

During the period that the Abatement is effective, taxes shall be payable as follows:

- (1) The value of the land comprising the Property shall be taxable, subject to the terms of this Agreement;
- (2) The value of Ineligible Property shall be fully taxable;

- (3) The Base Year Value of existing Improvements comprising the Property shall be determined each year and shall be fully taxable;
- (4) The value of the existing tangible personal property comprising the Property shall be fully taxable; and
- (5) The Added Value of the Eligible Property made a part of the Property shall be abated as set forth in Part VI herein.

**VI. AMOUNT OF ABATEMENT**

The Abatement provided by the Agreement shall be based upon the Added Value over the Existing Hunt County Tax Roll Value minimum of Eligible Property made a part of the Property as a result of the project. Tax abatement schedule for ten (10) years of eligible appraised value of personal property investment and taxes shall be abated annually as follows:

**A. REAL ESTATE AND LEASEHOLD ESTATE VALUE – N/A**

| <u>Abatement</u> |     |            |     |
|------------------|-----|------------|-----|
| Year One         | 50% | Year Six   | 50% |
| Year Two         | 50% | Year Seven | 50% |
| Year Three       | 50% | Year Eight | 50% |
| Year Four        | 50% | Year Nine  | 50% |
| Year Five        | 50% | Year Ten   | 50% |

**B. TANGIBLE PERSONAL PROPERTY VALUE**

The Abatement provided by this Agreement shall be based upon the added Value of Eligible Property related to this Project. Tax abatement schedule for ten (10) years of eligible appraised value of equipment value and taxes shall be abated annually as follows:

| <u>Abatement</u> |     |            |     |
|------------------|-----|------------|-----|
| Year One         | 50% | Year Six   | 50% |
| Year Two         | 50% | Year Seven | 50% |
| Year Three       | 50% | Year Eight | 50% |
| Year Four        | 50% | Year Nine  | 50% |
| Year Five        | 50% | Year Ten   | 50% |

**VII. EVENTS OF DEFAULT AND RECAPTURES**

- A. 1) Discontinued or Reduced Operation During Term of Agreement. In the event that Company subsequently discontinues operation for any reason except fire, explosion or other casualty or accident or natural disaster for a period of one (1) year during the Abatement Period, then the Agreement may be terminated by the Governmental Unit and so shall the Abatement of the taxes for the calendar year during with the Facility no longer

produces. The taxes otherwise abated for that calendar year shall be paid to the affected jurisdiction within sixty (60) days from the date of termination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty (60) day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.

2) Certification of Compliance by Owner. Owner of the property shall certify annually, through a notarized statement to the Hunt County Appraisal District that Owner is in compliance with each applicable term of this agreement.

3) Delinquent Taxes. In the event that the Owner: (1) allows its ad valorem taxes owed the Governmental Unit or any affected jurisdiction to become delinquent and fails to timely and properly file the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the Cure Period, the Agreement then may be terminated and all taxes previously abated by the virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

B. Notice of Default. Should the Governmental Unit determine that the Owner is in default according to the terms and conditions of this Agreement, it shall notify the Owner, in writing at the address stated in the Agreement, that if such default is not cured, or, if Owner has not commenced such cure pursuant to a written plan approved by the Hunt County Commissioners Court, within sixty (60) days from the date of such notice ("Cure Period"), then this Agreement may be terminated. In the event the Owner fails to cure, or commence the approved plan to cure for, said default during the Cure Period, the Agreement may be terminated and the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein.

C. Continuation of Tax Lien. The amount of tax abated each year under the terms of this agreement shall be secured by a first and prior tax lien which shall continue in existence from year to year until such time as this Agreement between the Governmental Unit and Owner is fully performed by Owner, or until all taxes, whether assessed or recaptured, are paid in full.

If the Governmental Unit terminates this Agreement pursuant to this paragraph VII, it shall provide Owner with written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Hunt County district courts appealing such termination within sixty (60) days of the written termination notice by the Governmental Unit. If an appeal suit is filed, Owner shall remit to the Governmental Unit(s), within sixty (60) days after the notice of termination, additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provision of Section 42.08, Texas Tax Code. If the final determination of the appeal increases Owner's tax liability above the amount of tax paid, Owner shall remit the additional tax to the Governmental unit(s) pursuant to Section 42.42, Texas Tax Code. If the final determination of the appeal decreases Owner's tax liability, the Governmental Unit(s) shall refund the Owner the difference between the amount of tax paid and the amount of tax for which owner is liable pursuant to section 42.43, Texas Tax Code.

## VIII. ADMINISTRATION

The Owner shall allow employees and/or representative(s) of the Governmental Unit to have access to the Property during the term of this Agreement to inspect the Facility to determine compliance with the terms and conditions of this Agreement subject to the further restrictions provided herein and such reasonable guidelines required by the Owner for visitors established from time to time. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in Accordance with Owner's safety standards.

The Chief Appraiser of the Hunt County Appraisal District shall annually determine (i) the taxable value of the personal property comprising the Property, taking into consideration the Abatement provided by this Agreement, and (ii) the full taxable value without Abatement of the personal property comprising the Property. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year, the Owner shall furnish the Chief Appraiser with such information outlined in Chapter 22, Texas Tax Code, as amended, and as may be necessary for the administration of the Agreement specified herein.

## IX. ASSIGNMENT

The Owner may assign this Agreement to a new owner or lessee of the same property upon the approval by resolution of this Governmental Unit, which it shall not unreasonably withhold, condition or delay, subject to the financial capacity of the assignee, and provided that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement, guaranteed by the execution of a new contractual agreement with the affected jurisdiction. Any assignment of this Agreement shall be to an entity that will provide substantially the same Improvements to the Property, except to the extent such Improvements have been completed. No assignment shall be approved if the Owner or any assignee is indebted to the Governmental Unit for ad valorem taxes or other obligations. Approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the Owner shall be entitled to assign this Agreement and its rights herein to any of the Owner's affiliates that have a direct or indirect interest in the Property or to any person or entity obtaining an ownership interest in the Property or to which the Property is transferred, leased, or conveyed. In addition, the Governmental Unit consents to the granting of a security interest in and an assignment by the Owner of this Agreement and its rights herein to any bank or other lender, its successors, assigns, and designees (the "Lender") in connection with any financing or refinancing related to the development, construction, operation or maintenance of the Property, subject to any restrictions under Texas law. In furtherance of the foregoing, the Governmental Unit acknowledges that the Lender may under certain circumstances assume the interests and rights of the Owner under this Agreement. The Governmental Unit acknowledges that the Lender may, under certain circumstances, foreclose upon and sell or cause the Owner to sell or lease the Property and cause any new lessee or purchaser of the Property to assume all of the interests, rights and obligations of the Owner arising under this Agreement. In such event, the Governmental Unit agrees to the assignment by the Owner or the Lender of this Agreement and its rights herein to such purchaser

or lessee and, provided that all amounts due at that time under this Agreement are fully paid, shall release the Owner from all obligations hereunder upon any such assignment.

## X. NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when deposited with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, with the United States Postal Service, addressed to the Governmental Unit or Owner at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

**To the Owner:**

**OUTBACK POWER, LLC**

Attn: Mr. Marshall Neipert, President, and Owner  
400 Maple Street  
Commerce, TX 75428

**To the Governmental Unit(s)**

**HUNT COUNTY**

Attn: Judge Bobby Stovall  
2507 Lee Street  
Greenville, TX 75401

Either party may designate a different address by giving the other party ten (10) days written notice.


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

Executed this the 10<sup>th</sup> day of December, 2024.


**WITNESS:**

**GOVERNMENTAL UNIT**

By:   
BECKY LANDRUM, COUNTY CLERK  
HUNT COUNTY, GREENVILLE, TEXAS

By:   
BOBBY STOVALL, COUNTY JUDGE  
HUNT COUNTY, GREENVILLE, TEXAS

**APPROVED AS TO FORM:**

By:   
DANIEL RAY, COUNTY ATTORNEY  
HUNT COUNTY, GREENVILLE, TEXAS

**WITNESS:**

**OWNER / COMPANY**  
**OUTBACK POWER, LLC**

**BY:** \_\_\_\_\_  
*SIGNATURE*

**BY:** \_\_\_\_\_  
MARSHALL NEIPERT  
PRESIDENT AND OWNER

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**Exhibit "A"**  
**Property Description**

Business personal property for the production and distribution of components and equipment for the solar industry, with an estimated value of Five Million (\$5,000,000) Dollars.

19,030-3B

**CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN  
HUNT COUNTY AND OUTBACK POWER, LLC**

**FILED FOR RECORD**  
at 12:00 o'clock P M

**DEC 10 2024**

**BECKY LANDRUM**  
County Clerk, Hunt County, Tex.  
By [Signature]

**STATE OF TEXAS           §  
  §  
COUNTY OF HUNT       §**

This Chapter 381 Agreement (“Agreement”) is entered into on December 10, 2024, (the “Effective Date”) by and between **HUNT COUNTY**, Texas, (the “County”), duly acting herein by and through its County Judge, and **OUTBACK POWER, LLC** (the “Company”) acting herein by and through their duly authorized officers.

**WITNESSETH:**

**WHEREAS**, in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381 of the Texas Local Government Code under which the County has the authority to make loans or grants of public funds for the purposes of promoting local economic development by simulating business and commercial activity within the County for new, developing, and expanding businesses; and

**WHEREAS**, the Company intends to lease space for manufacturing and distribution at 400 Maple Street, Commerce, Hunt County, Texas, for the purpose of assembly, manufacturing, and distribution of materials for the solar industry, locating equipment and other personal property in the County which would increase the County’s property tax base, and Company’s operations in the region will create employment opportunities for residents of the County; and

**WHEREAS**, in order to encourage Company to locate a manufacturing and distribution center in the County, County intends to provide Company a personal property tax rebate; and

**WHEREAS**, the County has concluded and hereby finds that this Agreement promotes economic development in the County and, as such, meets the requirements under Chapter 381, and is in the best interests of the County; and

**WHEREAS**, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of County and Company; and

**NOW, THEREFORE**, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company agree as follows:

1. **Definitions.** For the purposes of this Agreement, when not inconsistent with the context, words, used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be



applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. Words not defined in this Agreement shall be given their common and ordinary meaning. The following words shall be given the meanings designated.

- a. *Baseline Date or Baseline* shall mean the date from which Company’s capital investment requirements shall be measured, which shall be January 1, 2025.
  - b. *Property* shall refer to tangible personal property and real property, including, without limitation, buildings, structures, alterations, and other improvements placed upon the applicable land.
2. **Capital Investment.** The Company represents that it will use its best efforts to make a capital investment in business personal property of approximately Five Million Dollars (\$5,000,000).
3. **Grant of Personal Property Tax Rebate.** In consideration of Company making a capital investment in the County, the County agrees, subject to the terms and conditions contained herein, that the tangible personal property (“Personal Property”) shall be entitled to a Personal Property Tax Rebate equivalent to the “Qualified Freeport Eligible Inventory Value” (as defined in Tex. Tax Code §11.251) assessed by any applicable Taxing District Authority for a term of 20 years beginning on January 1, 2025. Rebate Calculation shall be: Qualified Freeport Inventory Value (as certified by the Hunt County Chief Appraiser) divided by 100, times the current year County Tax Rate.
4. **Payment of Rebate.** All Property Tax Rebate payments subject to this Agreement shall be paid to Company by the County no later than October 31 of each year, following the January 1 assessment date for which the County receives a copy of the paid County Taxes receipt for the respective year. The first payment shall be due October 31, 2025.
5. **Facility Location.** The distribution center must be located within the County of Hunt at all times during the term of this Agreement.
6. **Compliance with Law.** Company agrees to pay all property taxes that may be owed to the County or any other taxing entity prior to such taxes and/or assessments becoming delinquent; provided that Company shall have the right to contest in good faith the validity or application of any such property tax or assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion.
7. **Payment of Taxes and Assessments.** Company agrees to pay all property taxes that may be owed to the County or any other taxing entity prior to such taxes and/or assessments becoming delinquent; provided that Company shall have the right to contest in good faith the validity or application of any such property tax or assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion.

## 8. Submission of Reports.

- a. Company shall submit to the county, on an annual basis on or before April 30 of each year, the information or reports necessary for the monitoring of the performance criteria established in this Agreement for Company.
- b. Because of the highly competitive nature of the industry in which Company does business, the County agrees that the reports which Company is required to submit may contain information which Company considers to be valuable proprietary information. As such, the County agrees to keep any and all reports provided by Company as confidential information to the extent the documents are not public information under the Public Information Act, Chapter 552, TEXAS GOVERNMENT CODE, as amended.

9. **Default.** The County shall provide Company written notice of Company's default. If such default is not cured within sixty (60) days from the date written notice is received by Company from the County, then the County may at the County's sole option, terminate this Agreement.

10. **Term.** The term of this Agreement shall be from the Effective Date through December 31, 2044, unless this Agreement is extended by the County, which would extend the term of this Agreement.

## 11. Miscellaneous.

- a. **Condition to the Company's Obligations.** Notwithstanding anything to the contrary in this Agreement, the effectiveness of the terms of this Agreement are contingent upon the Company electing to proceed with the contemplated manufacturing and distribution center in the County by this Agreement.
- b. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity, and enforceability of the remaining provision, there shall be added automatically as part of this Agreement a provision that is similar in terms and substance to such deleted provision as may be possible and yet be legal, valid, and enforceable. The failure of the County to approve this Agreement does not affect the legality, validity or enforceability of this Agreement for the County or Company.
- c. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Hunt County, Texas. In the event of litigation, jurisdiction shall lie in Hunt County, Texas.
- d. **Amendments.** No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- e. **No Waiver.** No waiver by any party to this Agreement in any event of default, or breach of any covenant, condition or stipulation herein contained shall be treated

as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

- f. **Assignment.** Company may not assign this Agreement without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed; provided, however, that Company may assign this Agreement to an Affiliate or to a party which acquires all or substantially all of the capital stock of Company, upon written notice to the County but without the requirement of prior consent.
- g. **Binding.** This Agreement is binding on the parties herein their successor, assigns, parent corporations and subsidiaries.
- h. **Notice.** All notices by this Agreement (i) shall be in writing, (ii) shall be addressed to the parties as set forth below unless notified in writing of a change in address, and (iii) shall be deemed to have been delivered either when personally delivered or, if sent by mail, in which event it shall be sent by registered or certified mail, return receipt requested, three (3) business days after mailing. The addresses of the parties are as follows:

**To the Owner:**

**OUTBACK POWER, LLC**  
Attn: Mr. Marshall Neipert  
President and Owner  
400 Maple Street  
Commerce, TX 75428

**To the Governmental Unit(s)**

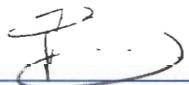
**Hunt County**  
Attn: **Judge Bobby Stovall**  
2507 Lee Street  
Greenville, TX 75401

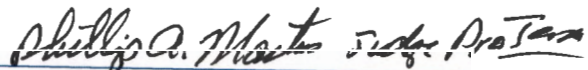
**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in multiple counterparts, each of equal dignity.

Executed on this the 10<sup>th</sup> day of December, 2024.


**WITNESS:**

**GOVERNMENTAL UNIT**

By:   
BECKY LANDRUM, COUNTY CLERK  
HUNT COUNTY, GREENVILLE, TEXAS

By:   
BOBBY STOVALL, COUNTY JUDGE  
HUNT COUNTY, GREENVILLE, TEXAS

**APPROVED AS TO FORM:**

By:   
DANIEL RAY, COUNTY ATTORNEY  
HUNT COUNTY, GREENVILLE, TEXAS

**WITNESS:**

**OWNER / COMPANY**

**OUTBACK POWER, LLC**

**BY:** \_\_\_\_\_  
*SIGNATURE*

**BY:** \_\_\_\_\_  
MARSHALL NEIPERT, PRESIDENT / OWNER

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

19,230 4-A

**TAX ABATEMENT AGREEMENT**

**FILED FOR RECORD**  
at 12:00 o'clock 9 M

**DEC 10 2024**

**BECKY LANDRUM**  
County Clerk, Hunt County, Tex.

By [Signature]

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF HUNT §**

This Tax Abatement Agreement (hereinafter referred to as "Agreement") is made and entered into by and between **HUNT COUNTY, TEXAS** ("Governmental Unit") and **BIG BATTERY, LLC** (hereinafter referred to as "Owner" or "Big Battery"), the owner of leasehold and taxable personal property in the City of Commerce and in Hunt County, Texas ("Property").

WHEREAS, HUNT COUNTY, Texas has designated certain property within HUNT COUNTY, to be known as the KNIGHT STREET REINVESTMENT ZONE; and located at 400 Maple Street, City of Commerce, Hunt County, Texas 75428; and

WHEREAS, Owner is the owner of leasehold and certain taxable personal property located at 400 Maple Street, Commerce, Texas, in Hunt County (the "Property") which Property is located within the Knight Street Reinvestment Zone; and

WHEREAS, BIG BATTERY will lease manufacturing and distribution space at 400 Maple Street, Commerce, Hunt County, Texas, with an investment of approximately One Million Dollars (\$1,000,000) in business personal property on the Property; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained:

**I. AUTHORIZATION**

This agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, as amended ("Act"), and is subject to the laws of the State of Texas and the charter, ordinances, and orders of the Governmental Unit.

**II. DEFINITIONS**

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

1. "Abatement" means the full or partial exemption from ad valorem taxes of the improvements on certain real property and personal property in a reinvestment zone designated by an affected jurisdiction for economic development purposes pursuant to the Act.
2. "Added Value" means the increase in the value of the Property as a result of "expansion" or "modernization" of an existing facility or construction of a "new facility," as measured by the amount actually incurred by BIG BATTERY or its affiliates, to improve the Property. It does not mean or include "deferred maintenance."

3. “Affected Jurisdiction” means Hunt County, Texas and any municipality or school district, the majority of which is located in Hunt County, that levies ad valorem taxes upon and provides services to property located within the proposed or existing reinvestment zone designated by Hunt County.
4. “Base Year Value” means the assessed value of the Eligible Property as certified by the Hunt County Appraisal District on January 1, 2024, preceding the execution of the Agreement, plus the agreed upon value of eligible property improvements made after January 1, 2024, but before the execution of this Agreement.
5. “Eligible Property” means the leasehold interest, improvements, or tangible personal property located on the Property or added between January 1, 2025 and January 1, 2035, plus that office space and related fixed improvements necessary to the operation and administration of the facility.
6. “Facility” means a Basic Manufacturing Facility, Petrochemical Facility, Regional Distribution Facility, or any other Authorized Facility as approved by the Governmental Unit(s), as set forth in the Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s).
7. “Improvements” means the buildings or portions thereof and other improvements used for commercial or industrial purposes on the Property.
8. “Ineligible Property” means the following types of property shall be fully taxable and ineligible for abatement: any tangible personal property or real property not defined as eligible property, except as provided in Section 2(f) of the Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s); property owned or used by the State of Texas, or its political subdivisions, or by any organization owned, operated or directed by a political subdivision of the State of Texas.
9. “Community Entities” means Hunt County, Texas, the City of Commerce, Texas, Commerce Economic Development Corporation, Commerce, Texas, and any other similar organization within the City of Commerce, Texas which extends to Owner one or more incentives pursuant to this or other agreements.
10. “Development Agreement” means the Agreement by and between Commerce Economic Development Corporation, Commerce, Texas and BIG BATTERY, LLC, with respect to the Property at the Facility, for the purpose of tax abatement.

The Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit dated February 13, 2024 (the “Guidelines”) are incorporated by reference as a part of this Agreement. In the event of any conflict or inconsistency between the Guidelines and this Agreement, the terms of this Agreement shall prevail. Except as the same may be modified herein, all definitions set forth therein are applicable to this Agreement.

### III. PROPERTY

The Property is an area within Hunt County, Texas located within the jurisdiction of the Governmental Unit as more fully described in Exhibit “A,” attached hereto and made a part hereof. Said property is located within an authorized zone for tax abatement.

The Hunt County Appraisal District has established the following value for the Property, including improvements thereon, as of the January 1, 2024 valuation date prior to the date of execution of this Agreement and which is the last valuation record known by the parties.

|                                  |        |
|----------------------------------|--------|
| Real Estate and Leasehold Estate | N/A    |
| Tangible Personal Property       | \$0.00 |

The parties incorporate such value into this Agreement but agree to adjust such value as may be necessary. January 1, 2025 is the Base Year Value.

The Governmental Unit and the Owner agree that the approximate value of any additions to the Property made after January 1, 2025, and for which abatement is sought and not otherwise reflected on the above valuation Property, is referred to as “Eligible Property.”

### IV. TERM OF ABATEMENT AND AGREEMENT

#### Land and Improvement

The Governmental Unit agrees to abate the ad valorem taxes on the Eligible Property in accordance with the terms and conditions of this Agreement. The Abatement shall be effective with the January 1<sup>st</sup> valuation date effective January 1, 2025. The Abatement shall continue for ten (10) years, expiring as of December 31<sup>st</sup> of the 2034 tax year for eligible land and improvement value (the “Abatement Period”). The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1<sup>st</sup> and expiring on December 31<sup>st</sup>, and in no event shall the Abatement extend beyond December 31<sup>st</sup> of the tenth (10<sup>th</sup>) tax year unless extended by agreement in compliance with the local and state law.

The terms and conditions of this Agreement shall continue for the period of Abatement. All covenants and representations of the Owner herein shall continue throughout the term of this Agreement, and any defaults shall be subject to the recapture provisions provided in Part VIII herein.

### V. TAXABILITY

During the period that the Abatement is effective, taxes shall be payable as follows:

- (1) The value of the land comprising the Property shall be taxable, subject to the terms of this Agreement;
- (2) The value of Ineligible Property shall be fully taxable;

- (3) The Base Year Value of existing Improvements comprising the Property shall be determined each year and shall be fully taxable;
- (4) The value of the existing tangible personal property comprising the Property shall be fully taxable; and
- (5) The Added Value of the Eligible Property made a part of the Property shall be abated as set forth in Part VI herein.

**VI. AMOUNT OF ABATEMENT**

The Abatement provided by the Agreement shall be based upon the Added Value over the Existing Hunt County Tax Roll Value minimum of Eligible Property made a part of the Property as a result of the project. Tax abatement schedule for ten (10) years of eligible appraised value of personal property investment and taxes shall be abated annually as follows:

**A. REAL ESTATE AND LEASEHOLD ESTATE VALUE – N/A**

| <u>Abatement</u> |     |            |     |
|------------------|-----|------------|-----|
| Year One         | 50% | Year Six   | 50% |
| Year Two         | 50% | Year Seven | 50% |
| Year Three       | 50% | Year Eight | 50% |
| Year Four        | 50% | Year Nine  | 50% |
| Year Five        | 50% | Year Ten   | 50% |

**B. TANGIBLE PERSONAL PROPERTY VALUE**

The Abatement provided by this Agreement shall be based upon the added Value of Eligible Property related to this Project. Tax abatement schedule for ten (10) years of eligible appraised value of equipment value and taxes shall be abated annually as follows:

| <u>Abatement</u> |     |            |     |
|------------------|-----|------------|-----|
| Year One         | 50% | Year Six   | 50% |
| Year Two         | 50% | Year Seven | 50% |
| Year Three       | 50% | Year Eight | 50% |
| Year Four        | 50% | Year Nine  | 50% |
| Year Five        | 50% | Year Ten   | 50% |

**VII. EVENTS OF DEFAULT AND RECAPTURES**

- A. 1) Discontinued or Reduced Operation During Term of Agreement. In the event that Company subsequently discontinues operation for any reason except fire, explosion or other casualty or accident or natural disaster for a period of one (1) year during the Abatement Period, then the Agreement may be terminated by the Governmental Unit and so shall the Abatement of the taxes for the calendar year during with the Facility no longer



produces. The taxes otherwise abated for that calendar year shall be paid to the affected jurisdiction within sixty (60) days from the date of termination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty (60) day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.

2) Certification of Compliance by Owner. Owner of the property shall certify annually, through a notarized statement to the Hunt County Appraisal District that Owner is in compliance with each applicable term of this agreement.

3) Delinquent Taxes. In the event that the Owner: (1) allows its ad valorem taxes owed the Governmental Unit or any affected jurisdiction to become delinquent and fails to timely and properly file the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the Cure Period, the Agreement then may be terminated and all taxes previously abated by the virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

B. Notice of Default. Should the Governmental Unit determine that the Owner is in default according to the terms and conditions of this Agreement, it shall notify the Owner, in writing at the address stated in the Agreement, that if such default is not cured, or, if Owner has not commenced such cure pursuant to a written plan approved by the Hunt County Commissioners Court, within sixty (60) days from the date of such notice (“Cure Period”), then this Agreement may be terminated. In the event the Owner fails to cure, or commence the approved plan to cure for, said default during the Cure Period, the Agreement may be terminated and the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein.

C. Continuation of Tax Lien. The amount of tax abated each year under the terms of this agreement shall be secured by a first and prior tax lien which shall continue in existence from year to year until such time as this Agreement between the Governmental Unit and Owner is fully performed by Owner, or until all taxes, whether assessed or recaptured, are paid in full.

If the Governmental Unit terminates this Agreement pursuant to this paragraph VII, it shall provide Owner with written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Hunt County district courts appealing such termination within sixty (60) days of the written termination notice by the Governmental Unit. If an appeal suit is filed, Owner shall remit to the Governmental Unit(s), within sixty (60) days after the notice of termination, additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provision of Section 42.08, Texas Tax Code. If the final determination of the appeal increases Owner’s tax liability above the amount of tax paid, Owner shall remit the additional tax to the Governmental unit(s) pursuant to Section 42.42, Texas Tax Code. If the final determination of the appeal decreases Owner’s tax liability, the Governmental Unit(s) shall refund the Owner the difference between the amount of tax paid and the amount of tax for which owner is liable pursuant to section 42.43, Texas Tax Code.

## VIII. ADMINISTRATION

The Owner shall allow employees and/or representative(s) of the Governmental Unit to have access to the Property during the term of this Agreement to inspect the Facility to determine compliance with the terms and conditions of this Agreement subject to the further restrictions provided herein and such reasonable guidelines required by the Owner for visitors established from time to time. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in Accordance with Owner's safety standards.

The Chief Appraiser of the Hunt County Appraisal District shall annually determine (i) the taxable value of the personal property comprising the Property, taking into consideration the Abatement provided by this Agreement, and (ii) the full taxable value without Abatement of the personal property comprising the Property. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year, the Owner shall furnish the Chief Appraiser with such information outlined in Chapter 22, Texas Tax Code, as amended, and as may be necessary for the administration of the Agreement specified herein.

## IX. ASSIGNMENT

The Owner may assign this Agreement to a new owner or lessee of the same property upon the approval by resolution of this Governmental Unit, which it shall not unreasonably withhold, condition or delay, subject to the financial capacity of the assignee, and provided that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement, guaranteed by the execution of a new contractual agreement with the affected jurisdiction. Any assignment of this Agreement shall be to an entity that will provide substantially the same Improvements to the Property, except to the extent such Improvements have been completed. No assignment shall be approved if the Owner or any assignee is indebted to the Governmental Unit for ad valorem taxes or other obligations. Approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the Owner shall be entitled to assign this Agreement and its rights herein to any of the Owner's affiliates that have a direct or indirect interest in the Property or to any person or entity obtaining an ownership interest in the Property or to which the Property is transferred, leased, or conveyed. In addition, the Governmental Unit consents to the granting of a security interest in and an assignment by the Owner of this Agreement and its rights herein to any bank or other lender, its successors, assigns, and designees (the "Lender") in connection with any financing or refinancing related to the development, construction, operation or maintenance of the Property, subject to any restrictions under Texas law. In furtherance of the foregoing, the Governmental Unit acknowledges that the Lender may under certain circumstances assume the interests and rights of the Owner under this Agreement. The Governmental Unit acknowledges that the Lender may, under certain circumstances, foreclose upon and sell or cause the Owner to sell or lease the Property and cause any new lessee or purchaser of the Property to assume all of the interests, rights and obligations of the Owner arising under this Agreement. In such event, the Governmental Unit agrees to the assignment by the Owner or the Lender of this Agreement and its rights herein to such purchaser

or lessee and, provided that all amounts due at that time under this Agreement are fully paid, shall release the Owner from all obligations hereunder upon any such assignment.

**X. NOTICE**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when deposited with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, with the United States Postal Service, addressed to the Governmental Unit or Owner at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

**To the Owner:**

**BIG BATTERY, LLC**

**Attn:** Mr. Marshall Neipert, Owner / Executive  
400 Maple Street  
Commerce, TX 75428

**To the Governmental Unit(s)**

**HUNT COUNTY**

**Attn: Judge Bobby Stovall**  
2507 Lee Street  
Greenville, TX 75401

Either party may designate a different address by giving the other party ten (10) days written notice.

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

Executed this the 10<sup>th</sup> day of December, 2024.

**WITNESS:**

**GOVERNMENTAL UNIT**

By: 

BECKY LANDRUM, COUNTY CLERK  
HUNT COUNTY, GREENVILLE, TEXAS

By: 

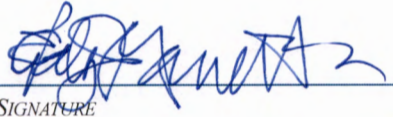
BOBBY STOVALL, COUNTY JUDGE  
HUNT COUNTY, GREENVILLE, TEXAS

**APPROVED AS TO FORM:**

By: 

DANIEL RAY, COUNTY ATTORNEY  
HUNT COUNTY, GREENVILLE, TEXAS

**WITNESS:**

BY:   
*SIGNATURE*

NAME: Edgar S. Garrett Jr.

TITLE: Attorney

**OWNER / COMPANY**

**BIG BATTERY, LLC**

BY: 

MARSHALL NEIPERT  
OWNER / EXECUTIVE

**Exhibit "A"**  
**Property Description**

Business personal property for the production and distribution of components and equipment for the solar industry, with an estimated value of One Million (\$1,000,000) Dollars.

19,230 4-B

**CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN  
HUNT COUNTY AND BIG BATTERY, LLC**

**FILED FOR RECORD**  
at 12:00 o'clock P M

**DEC 10 2024**

**BECKY LANDRUM**  
County Clerk, Hunt County, Tex.  
By [Signature]

**STATE OF TEXAS           §  
  §  
COUNTY OF HUNT       §**

This Chapter 381 Agreement (“Agreement”) is entered into on December 10, 2024, (the “Effective Date”) by and between **HUNT COUNTY**, Texas, (the “County”), duly acting herein by and through its County Judge, and **BIG BATTERY, LLC** (the “Company”) acting herein by and through their duly authorized officers.

**WITNESSETH:**

**WHEREAS**, in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381 of the Texas Local Government Code under which the County has the authority to make loans or grants of public funds for the purposes of promoting local economic development by simulating business and commercial activity within the County for new, developing, and expanding businesses; and

**WHEREAS**, the Company intends to lease space for manufacturing and distribution at 400 Maple Street, Commerce, Hunt County, Texas, for the purpose of assembly, manufacturing, and distribution of materials for the solar industry, locating equipment and other personal property in the County which would increase the County’s property tax base, and Company’s operations in the region will create employment opportunities for residents of the County; and

**WHEREAS**, in order to encourage Company to locate a manufacturing and distribution center in the County, County intends to provide Company a personal property tax rebate; and

**WHEREAS**, the County has concluded and hereby finds that this Agreement promotes economic development in the County and, as such, meets the requirements under Chapter 381, and is in the best interests of the County; and

**WHEREAS**, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of County and Company; and

**NOW, THEREFORE**, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company agree as follows:

1. **Definitions.** For the purposes of this Agreement, when not inconsistent with the context, words, used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be

applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. Words not defined in this Agreement shall be given their common and ordinary meaning. The following words shall be given the meanings designated.

- a. *Baseline Date or Baseline* shall mean the date from which Company’s capital investment requirements shall be measured, which shall be January 1, 2025.
  - b. *Property* shall refer to tangible personal property and real property, including, without limitation, buildings, structures, alterations, and other improvements placed upon the applicable land.
2. **Capital Investment.** The Company represents that it will use its best efforts to make a capital investment in business personal property of approximately One Million Dollars (\$1,000,000).
3. **Grant of Personal Property Tax Rebate.** In consideration of Company making a capital investment in the County, the County agrees, subject to the terms and conditions contained herein, that the tangible personal property (“Personal Property”) shall be entitled to a Personal Property Tax Rebate equivalent to the “Qualified Freeport Eligible Inventory Value” (as defined in Tex. Tax Code §11.251) assessed by any applicable Taxing District Authority for a term of 20 years beginning on January 1, 2025. Rebate Calculation shall be: Qualified Freeport Inventory Value (as certified by the Hunt County Chief Appraiser) divided by 100, times the current year County Tax Rate.
4. **Payment of Rebate.** All Property Tax Rebate payments subject to this Agreement shall be paid to Company by the County no later than October 31 of each year, following the January 1 assessment date for which the County receives a copy of the paid County Taxes receipt for the respective year. The first payment shall be due October 31, 2025.
5. **Facility Location.** The distribution center must be located within the County of Hunt at all times during the term of this Agreement.
6. **Compliance with Law.** Company agrees to pay all property taxes that may be owed to the County or any other taxing entity prior to such taxes and/or assessments becoming delinquent; provided that Company shall have the right to contest in good faith the validity or application of any such property tax or assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion.
7. **Payment of Taxes and Assessments.** Company agrees to pay all property taxes that may be owed to the County or any other taxing entity prior to such taxes and/or assessments becoming delinquent; provided that Company shall have the right to contest in good faith the validity or application of any such property tax or assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion.

## 8. Submission of Reports.

- a. Company shall submit to the county, on an annual basis on or before April 30 of each year, the information or reports necessary for the monitoring of the performance criteria established in this Agreement for Company.
- b. Because of the highly competitive nature of the industry in which Company does business, the County agrees that the reports which Company is required to submit may contain information which Company considers to be valuable proprietary information. As such, the County agrees to keep any and all reports provided by Company as confidential information to the extent the documents are not public information under the Public Information Act, Chapter 552, TEXAS GOVERNMENT CODE, as amended.

9. **Default.** The County shall provide Company written notice of Company's default. If such default is not cured within sixty (60) days from the date written notice is received by Company from the County, then the County may at the County's sole option, terminate this Agreement.

10. **Term.** The term of this Agreement shall be from the Effective Date through December 31, 2044, unless this Agreement is extended by the County, which would extend the term of this Agreement.

## 11. Miscellaneous.

- a. **Condition to the Company's Obligations.** Notwithstanding anything to the contrary in this Agreement, the effectiveness of the terms of this Agreement are contingent upon the Company electing to proceed with the contemplated manufacturing and distribution center in the County by this Agreement.
- b. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity, and enforceability of the remaining provision, there shall be added automatically as part of this Agreement a provision that is similar in terms and substance to such deleted provision as may be possible and yet be legal, valid, and enforceable. The failure of the County to approve this Agreement does not affect the legality, validity or enforceability of this Agreement for the County or Company.
- c. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Hunt County, Texas. In the event of litigation, jurisdiction shall lie in Hunt County, Texas.
- d. **Amendments.** No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- e. **No Waiver.** No waiver by any party to this Agreement in any event of default, or breach of any covenant, condition or stipulation herein contained shall be treated



as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

- f. **Assignment.** Company may not assign this Agreement without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed; provided, however, that Company may assign this Agreement to an Affiliate or to a party which acquires all or substantially all of the capital stock of Company, upon written notice to the County but without the requirement of prior consent.
- g. **Binding.** This Agreement is binding on the parties herein their successor, assigns, parent corporations and subsidiaries.
- h. **Notice.** All notices by this Agreement (i) shall be in writing, (ii) shall be addressed to the parties as set forth below unless notified in writing of a change in address, and (iii) shall be deemed to have been delivered either when personally delivered or, if sent by mail, in which event it shall be sent by registered or certified mail, return receipt requested, three (3) business days after mailing. The addresses of the parties are as follows:

**To the Owner:**

**BIG BATTERY, LLC**  
**Attn: Mr. Marshall Neipert**  
Owner and Executive  
400 Maple Street  
Commerce, TX 75428

**And to its Attorney:**

**Michael D. Hesse**  
**Hesse, Hesse & Blythe, PC**  
5560 Tennyson Parkway, Suite 250  
Plano, TX 75024

**To the Governmental Unit(s)**

**Hunt County**  
**Attn: Judge Bobby Stovall**  
2507 Lee Street  
Greenville, TX 75401

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in multiple counterparts, each of equal dignity.

Executed on this the 10<sup>th</sup> day of December, 2024.

**WITNESS:**

**GOVERNMENTAL UNIT**

By: 

BECKY LANDRUM, COUNTY CLERK  
HUNT COUNTY, GREENVILLE, TEXAS

By: 

BOBBY STOVALL, COUNTY JUDGE  
HUNT COUNTY, GREENVILLE, TEXAS

**APPROVED AS TO FORM:**

**BY:**

  
\_\_\_\_\_  
DANIEL RAY, COUNTY ATTORNEY  
HUNT COUNTY, GREENVILLE, TEXAS

**WITNESS:**

**BY:**

  
\_\_\_\_\_  
*SIGNATURE*

**NAME:**

Edger J. Garrett Jr

**TITLE:**

Attorney

**OWNER / COMPANY**

**BIG BATTERY, LLC**

**BY:**

  
\_\_\_\_\_  
MARSHALL NEIPERT  
OWNER AND EXECUTIVE