

Tax Abatement Agreement
between
Gray County and IP Meitner, LLC

State of Texas §
 §
County of Gray §

This Tax Abatement Agreement ("Agreement") is made and entered into by and between Gray County, Texas ("County"), acting by and through its duly elected officers, and IP Meitner, LLC a Delaware Limited Liability Company ("Meitner") as owner of the Eligible Property (as hereinafter defined) to be located on the tract of land within the [] Reinvestment Zone # [] shown on Exhibit A to this Agreement.

Recitals

WHEREAS, the taxing unit, Gray County, has designated by order a reinvestment zone eligible for the abatement of real property ad valorem taxes;

WHEREAS, Meitner owns, leases, or will own or lease real property located within the taxing jurisdiction of the taxing unit and within the aforementioned reinvestment zone, to which Meitner intends to make improvements as more specifically described herein;

WHEREAS, Meitner intends to develop and construct a hydrogen project within the Site that is capable during ordinary periods of operation of utilizing 400 MWAC of electricity (the "Hydrogen Project" or the "Project");

WHEREAS, the taxing unit finds that the terms of this Agreement, the tax abatement and the property subject to this Agreement meet the Gray County Guidelines and Criteria for Granting Tax Abatements now in effect; and

WHEREAS, the taxing unit desires to abate certain of the ad valorem taxes assessed against the real property;

WHEREAS, the Gray County Commissioners Court does not support or encourage the use of groundwater for industrial consumption.

I. Authorization

This Agreement is authorized by Chapter 312 of the Texas Tax Code as it exists on the effective date of this Agreement and by the Gray County Guidelines for Granting Tax Abatements as they exist on the effective date of this Agreement.

II. Definitions

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

- A. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in a Reinvestment Zone.

- B. "Certified Appraised Value" means the appraised value, for property tax purposes, of the property belonging to Owner within the Reinvestment Zone as certified by the Gray County Appraisal District on each **January 1st**

- C. "Eligible Property" means property eligible for Abatement under the Gray County Guidelines and Criteria for Granting Tax Abatements , including new, expanded or modernized buildings and structures; fixed machinery and equipment; batteries, site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the Project or facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the Gray County Guidelines and Criteria for Granting Tax Abatements. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property located on the Real Property at any time before the initial date of the Agreement is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.
- D. "Improvements" mean the Eligible Property meeting the definition for Improvements provided by Section 1.04, 3A of the Texas Tax Code and includes, but is not limited to, any building, structure, or fixture erected on or affixed to the land.
- E. "Lender" means any entity or person providing, directly or indirectly, with respect to the Improvements or project or any portion thereof any of (a) senior or subordinated construction, interim or long-term debt financing or refinancing, whether that financing or refinancing takes the form of private debt, public debt, or any other form of debt (including debt financing or refinancing), (b) a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure, (c) tax equity financing, (d) any interest rate protection agreements to hedge any of the foregoing obligations, and/ or any energy hedge provider. There may be more than one Lender. Owner, at its election, may send written notice to County with the name and notice information for any Lender.
- F. "Nameplate Capacity " means the net alternating current ("AC") megawatt electricity consumption capacity of the Hydrogen Project load.
- G. "Owner" means Meitner the entity which owns the real property for which abatement is being granted, and any assignee or successor in interest of Meitner means and includes Owner.
- H. "Real Property" means Eligible Property meeting the description for Real Property provided by Chapter 1 of the Texas Tax Code.
- I. "Reinvestment Zone" means that certain Reinvestment Zone, as that term is defined by Chapter 312 of the Texas Tax Code, created by Gray County by that certain resolution dated [_____, 2023] duly passed by the Gray County Commissioners Court, a copy of which is attached hereto as Exhibit B.
- J. "Site" means the land in the Reinvestment Zone on which Owner makes the Improvements for which the Abatement is granted hereunder.

III. Improvements

Owner agrees to make the following Improvements in consideration for the Abatement set forth in Section IV of this Agreement:

- A. Owner desires to use commercially reasonable efforts to finance and construct Improvements on the Site with a currently anticipated overall Nameplate Capacity of approximately 400 megawatts-AC of Nameplate Capacity located in the Reinvestment Zone. Improvements will have an estimated initial market value of approximately five-hundred-thirty-one million dollars (\$531,000,000), although the actual amount will depend upon annual appraisals and specific decisions to be made by Owner in the future.

- B. Improvements also shall include any other property in the Reinvestment Zone meeting the definition of "Eligible Property" that will be used to produce hydrogen and perform other functions related to the production, distribution, and transportation of hydrogen and oxygen molecules. County agrees that the electrolyzers, telecommunications infrastructure, foundations, pipelines, storage and processing tanks and equipment, electric substation, roadways, security fencing, parking, electric transformers, electric lines, lighting, buildings and offices, water treatment, and all associated equipment for commercial hydrogen production will constitute Improvements under this Agreement.

- C. Owner contemplates that construction of the Improvements will begin **by December 31, 2026** or earlier and shall be substantially completed by **December 31, 2028**. County recognizes that the above dates are "best estimates" at the time of this Agreement. County also recognizes that Improvement may be constructed in phases.

IV. Term and Value of Tax Abatement; Taxability of Property

- A. Unless terminated earlier as provided elsewhere herein, this Agreement shall be effective **January 1, 2028**, following execution of this Agreement, and shall continue in effect until **December 31, 2037**.

- B. The County and Owner specifically agree and acknowledge that the property in the Reinvestment Zone shall be taxable in the following ways before and during the term of this Agreement.
 - 1. Property not eligible for Abatement, if any, shall be fully taxable;

 - 2. The Certified Appraised Value of property existing in the Reinvestment Zone prior to execution of this Agreement shall be fully taxable for the full term of this Agreement; and

 - 3. One Hundred Percent (100%) of property taxes (including without limitation all maintenance and operations taxes) levied on the Certified Appraised Value of Eligible Property shall be abated as set forth in Article IV (C) (1) below. If the County has a designated County Road District Taxing Authority whereby it separately assesses property taxes for maintenance of County roads ("Specific Road Taxes), the Specific Road Taxes are not abated under this Agreement.

- C. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of all County property taxes as follows:
- I. Beginning **January 1, 2028**, and ending upon the conclusion of ten (10) full calendar years, Abatement is granted as follows:
 - a. 100% of property taxes (including without limitation all maintenance and operations taxes) on the Certified Appraised Value of all Improvements constructed in the Reinvestment Zone (and actually in place in the Reinvestment Zone) are abated; and
 - b. 100% of property taxes (including without limitation all maintenance and operations taxes) on the Certified Appraised Value of any and all otherwise Eligible Property, including but not limited to eligible personal property owned by Owner and located in the Reinvestment Zone, are abated:
 2. The base year value for the proposed Improvements is zero.
- D. A portion or all of the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that any such exemptions shall not apply to the Improvements.
- E. As additional consideration for this Abatement, Owner agrees to pay to the County the following:
1. For year one (1) of the Abatement, five hundred dollars (\$500) per installed megawatt of Nameplate Capacity within the reinvestment zone; such payment shall be due on October 31st, 2028; and
 2. For year two (2) of the Abatement, eight hundred fifty dollars (\$850) per installed megawatt of Nameplate Capacity within the reinvestment zone, such payment shall be due on October 31st, 2029; and
 3. For year three (3) of the Abatement, one thousand two hundred dollars (\$1,200) per installed megawatt of Nameplate Capacity within the reinvestment zone, such payment shall be due on October 31st, 2030; and
 4. For year four (4) of the Abatement, one thousand five hundred fifty dollars (\$1,550) per installed megawatt of Nameplate Capacity within the reinvestment zone, such payment shall be due on October 31st, 2031; and
 5. For year five (5) of the Abatement, one thousand nine hundred dollars (\$1,900) per installed megawatt of Nameplate Capacity within the reinvestment zone, such payment shall be due on October 31st, 2032; and
 6. For year six (6) of the Abatement, one thousand seven hundred fifty-one dollars (\$1,751) per installed megawatt of Nameplate Capacity within the reinvestment zone, such payment shall be due on October 31st, 2033; and
 7. For year seven (7) of the Abatement, two thousand one hundred one dollars (\$2,101) per installed megawatt of Nameplate Capacity within the reinvestment zone, such payment shall be due on October 31st, 2034; and
 8. For year eight (8) of the Abatement, two thousand four hundred fifty-one dollars (\$2,451) per installed megawatt of Nameplate Capacity within the reinvestment zone, such payment shall be due on October

31st, 2035; and

9. For year nine (9) of the Abatement, two thousand eight hundred one dollars (\$2,801) per installed megawatt of Nameplate Capacity within the reinvestment zone, such payment shall be due on October 31st, 2036; and
10. For year ten (10) of the Abatement, three thousand one hundred fifty-one dollars (\$3,151) per installed megawatt of Nameplate Capacity within the reinvestment zone, such payment shall be due on October 31st, 2037.

- F. Owner will demonstrate, through commercially reasonable documentation, the actual installed overall megawatt Nameplate Capacity within the reinvestment zone on or before the beginning of the abatement period.

V. Representations

The County and the Owner make the following representations:

- A. Owner represents and agrees that if constructed (i) Owner, its successors and/or assigns, or Lender will have a taxable interest with respect to Improvements to be placed on the property; (ii) the proposed Improvements will be constructed by the Owner, its successors and/or assigns and/or its contractors or subcontractors, (iii) use of the property in the Reinvestment Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, and (iv) all representations made in the Application for the Abatement are true and correct to the best of Owner's knowledge.
- B. The County represents that (i) the County has formally elected to be eligible to grant property tax abatements under Chapter 312 of the Tax Code; (ii) the Gray County Reinvestment Zone and this Agreement have been created in accordance with Chapter 312 of the Texas Tax Code and the Gray County Guidelines for Granting Tax Abatements as both exist on the effective date of this Agreement; (iii) this agreement has been executed in accordance with Chapter 312 of the Texas Tax Code, the County's Guidelines for Granting Tax Abatements and other relevant Texas law; (iv) the property within Gray County Reinvestment Zone is located within the legal boundaries of the County ; (v) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning Reinvestment Zone and this Agreement ; and (vi) to the best of its knowledge this Agreement is in compliance with all applicable laws and is a valid, binding, and fully enforceable agreement in accordance the terms hereof.

VI. Access to and Inspection of Property by County Employees

- A. Owner shall allow the County's employees access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are completed and maintained in accordance with the specifications of Section III of this Agreement and to ascertain compliance with the terms and conditions of this Agreement. All such inspections shall be made only after giving the Owner seventy- two (72) hours' notice and shall be conducted in such a manner as to avoid any

unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of the Owner in attendance in accordance with all applicable safety standards.

- B. Owner shall, within ninety (90) days preceding each **April 15th** during the term hereof certify annually to the County its compliance with this Agreement by providing written testament of the same to the County Judge.

VII. Default

- A. The County may declare a default if the Owner violates any material term of this Agreement. If the County declares a default of this Agreement, this Agreement shall terminate, after notice and opportunity to cure as provided below, or the County may modify the Agreement upon mutual agreement with Owner. If Owner believes that such termination was improper, Owner may file suit in the proper court challenging such termination.

The County shall not declare a default when the circumstances are the result of force majeure. "Force Majeure" means any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of Owner), fires, tornadoes, explosions or floods, strikes, interruptions by government or court orders, present or future orders of any regulatory body, epidemics or pandemics, and breakage or accident to machinery or lines..

- B. The County shall notify the Owner and any Lender (but only if the County has been provided with the name and notice information of the Lender) of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Owner or Lender shall have ninety (90) days from the date of such notice to cure any default, except that where fulfillment of any obligation requires activity over a period of time, performance shall be commenced within ninety (90) days after the receipt of notice, and such performance shall be diligently continued until the default is cured. In the event this Agreement is assigned by Meitner to another Owner Meitner, Owner or Lender shall maintain the right to cure any default, including any default caused by an assignee of Meitner, and the County shall provide notice of default to Meitner when any such notice is provided to such other Owner or Lender. Any Lender of which the County has notice shall have the right to cure any default during the same cure periods provided for Owner under this Agreement.
- C. An agreement made under Sections 312.205 (a)(4) and 312.205 (a)(7) of the Texas Tax Code must: "provide for recapturing property tax revenue lost as a result of the Agreement if the owner of the property fails to make the Improvements or repairs as provided by the Agreement; and provide that the governing body of the County may cancel or modify the Agreement if the property owner fails to comply with the Agreement" , subject to the above provisions regarding notice and right to cure. Therefore, such rights and remedies as provided in the referenced Texas Tax Code are hereby incorporated herein.
- D. Subject to Article VIII, cancellation or modification of the Agreement and/or recapture of property taxes, as appropriate under Section 312.205 of the Texas Tax Code, along with any reasonably incurred costs and fees, shall be the County's sole remedy in the event Owner fails to make the specified Improvements or take other

action required by this Agreement. In the event of an uncured default by Owner, the amount of property taxes subject to recapture under this Agreement shall be reduced by the payments made to the County by Owner under Paragraph IV(E) of this Agreement.

- E. The Certified Appraised Value listed in the County appraisal records shall be the standard used for calculating the amount of taxes to be recaptured by the County in the event of a uncured default by Owner under this Agreement.
- F. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN NINETY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND, IF THE DEFAULT INVOLVES FAILURE TO MAKE IMPROVEMENTS UNDER THE AGREEMENT, RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

VIII. Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of the Owner to comply with any order, rule, statute or regulation of the County, the State of Texas, or any other relevant political subdivision; provided however, if any order, rule, statute, or regulation is passed after the effective date of the Agreement that alters the value of the tax abatement granted or increases the payment obligations of Owner to the County as set forth in Article IV, the Parties agree to amend this Agreement so that the value of the Abatement to Owner and the payment obligations of the Owner to the County are the same as the original values and obligations set forth in Article IV of this Agreement as of the effective date.

Owner shall not violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations (each such substance, material and waste "**Hazardous Materials**") in, on, under or about the location of the Hydrogen Project. In conformance with the requirements of applicable law, Owner shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Owner in, on, under, or about the Hydrogen Project.

Owner intends to use a water source of sufficient quantity and quality for its hydrogen plant operations; in seeking such water supplies, Owner will use commercially reasonable efforts to locate its primary water source from sources other than the Ogallala Aquifer. If Owner's primary source of water is temporarily unable to meet the Project quantity or quality of water needs for electrolysis, Owner may use the Ogallala Aquifer until such time as its primary

source of water meets its water quantity and quality needs for electrolysis. If Owner is unable to obtain a primary water source other than the Ogallala Aquifer, it may use water from the Ogallala Aquifer for its primary source of electrolysis operations and in such event the PILOT payments shall be increased by 188.18% (the "188.18% Increase") for each year that the Project plant uses the Ogallala Aquifer as its primary source for electrolysis operations. If Owner uses the Ogallala Aquifer for electrolysis less than or equal to 30 days in any one calendar year of this Agreement, such usage shall be considered temporary and not primary. If Owner uses the Ogallala Aquifer for electrolysis for more than 30 days in any one calendar year of this Agreement, such usage shall be considered primary and not temporary.

Owner intends to enter into an agreement with the City of Pampa, Texas to procure long-term water supply. In the event the Owner enters into such an agreement and the City of Pampa becomes unable to meet their water supply obligations due to any Force Majeure conditions, the Owner will be exempted from the 188.18% Increase until the City of Pampa resumes normal water supply operations and water supply to the Project. Force Majeure conditions are defined in Section VII.A. of this Agreement.

Owner intends to construct a water line to the Project from a facility known locally as the Pampa water treatment facility ("Pampa Line"). At a point of the Pampa Line outside of the fencing of the Project electrolyzer complex, Owner will allow the County to tap into the Pampa Line, and use water from such line, under the following conditions:

- A. The County may tap into and use water from the Pampa Line source only for the County's ordinary road maintenance and for fire emergencies, and only in the quantities specified below;
- B. The County must provide advance notice to the Project plant manager prior to any use of water from the Pampa Line;
- C. For ordinary road maintenance, the County may use no more than 30,000 gallons of water per day and no more than 720,000 gallons of water per calendar year (prorated for any partial calendar year);
- D. For fire emergencies, the County may use no more than 80,000 gallons of water per day; and
- E. No additional use of water beyond the amounts specified above shall be allowed without the written consent of the Project plant manager, which consent may be withheld in such manager's sole and absolute discretion.

IX. Assignment of Agreement

The parties agree that this Agreement may be assigned, in whole or in part, by Owner, to one or more assignees, provided such assignment shall not be effective until twenty (20) days after Owner provides County with written notice of any such assignment. Upon such assignment and assumption, Owner shall have no further rights, duties or obligations under the Agreement to the extent such rights, duties or obligations apply to the interest acquired by the assignee. This Agreement may also be assigned, upon written notice to the County, by Owner to a Lender or by a Lender to a third party after the Lender has exercised a right of foreclosure with respect to the Improvements or the project.

The Parties agree that a transfer of all or a portion of the ownership interests in Owner to a third party shall not be considered an assignment under the terms of this Agreement. But, if after such a transaction is consummated, the corporate name of the Owner is changed or the locally-known name of the project is changed, Owner shall provide

notice of such changes to County.

In addition to its rights under the preceding paragraph, Owner may mortgage, pledge, or otherwise encumber its interest in this Agreement or the Improvements or project to a Lender for the purpose of financing the operations of the Improvements or constructing the Improvements or acquiring additional equipment following any initial phase of construction. Owner's encumbering its interest in this Agreement may include an assignment of Owner's rights and obligations under this Agreement for purposes of granting a security interest in the Agreement. In the event Owner takes any of the actions permitted by this paragraph, it may provide written notice of such action to the County with such notice to include the name and notice information of the Lender. If Owner does not provide the name and notice information of a Lender to the County, then such Lender shall not have the notice rights of a Lender under this Agreement.

County shall provide such assistance as Owner or assignee may reasonably request in connection with obtaining financing for the Improvements, the project or any portion thereof. County agrees that it shall make available to Owner, assignee and any Lender information relating to the Tax Abatement Agreement, and such other related matters as Owner or Assignee may reasonably request. County shall furnish such consents to assignment, estoppel certificates, certifications and representations and opinions of counsel addressed to Owner or Assignee and such Lenders, as may be reasonably requested by Owner, Assignee or Lender, and all reasonable costs incurred by County in executing and delivering such documents shall be borne by Owner or Assignee, if applicable. At Owner's or Assignee's request, County shall cooperate with the independent engineer or other advisors if any, of any Lender.

X. Notice

All notices shall be in writing and mailed by certified or registered mail. Any notice of communications shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be mailed to the following addresses:

To the Owner:	To the County:
c/o Christian Fiene and General Counsel	Gray County Judge
9540 SW Gemini Dr. PMB #68743	[]
Beaverton, OR 97008-7105	[]

Any party may designate a different address by giving the other party ten (10) days written notice in the manner prescribed above.

XI. Severability

In the event any section or other part of this agreement is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section or other part. In the event that (i) the term or amount of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law,

then the Abatement shall be valid with respect to the classification of property not deemed overbroad, and for the portion of the term of the Abatement not deemed excessive.

XII. Applicable Law

This Agreement shall be construed under the laws of the State of Texas.

XIII. Amendment

Except as otherwise provided herein, this Agreement may be modified by the parties hereto upon mutual consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code. County acknowledges that, at the request of Owner, the abatement period under Agreement may be deferred, subject to County approval, for a period not to exceed eighteen (18) months. Such approval from County for the deferral shall not be unreasonably withheld. A deferral under this Agreement will not extend the abatement period more than ten (10) years.

XIV. Dispute Resolution

The County and the Owner may mutually agree to attempt to resolve any dispute arising under this contract through an alternative dispute resolution procedure under the Texas Alternative Dispute Resolution Procedures Act, Chapter 154, Texas Civil Practice and Remedies Code.

XV. Guidelines and Criteria

This Agreement is entered into by the parties consistent with the Gray County Guidelines and Criteria for Granting Tax Abatements. To the extent this Agreement modifies any requirement or procedure set forth in the Gray County Guidelines and Criteria, those Guidelines and Criteria are deemed amended for purposes of this Agreement only.

XVI. Entire Agreement

This Agreement contains the entire and integrated Tax Abatement Agreement between the County and Owner, and supersedes all other negotiations and agreements, whether written or oral between the parties. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

XVII. Coordination of Local Hiring and Services

Owner shall use commercially reasonable efforts to maximize its use of Gray County labor, services and supplies purchased from Gray County businesses in the course of performing under this Agreement, as is further described in the Local Spending Plan attached to this Agreement as Exhibit C.

XVIII. Road Maintenance

Meitner and its contractors and service providers shall have the right to use County roads and County-held rights-of-way and right-of-way easements during the construction, operations and maintenance of the project. If requested by Meitner, the County shall provide a separate letter in a reasonable form, executed by the County Judge, that evidences the permission granted by the County to Meitner to use the County roads and County-held rights-of-way and right-of-way easements. The permitted uses shall include, during the planning and construction phases of its Improvements and thereafter during the operation and maintenance of easements for the Improvements, the following purposes: (a) for access and egress to and from the Improvements, (b) for temporary encroachment of the Improvements into the County roads and County held rights-of-way and right-of-way easement, and (c) for overhead and underground crossings of said County roads and County held right-of-way easements with (i) hydrogen power project electrical collection lines (and related facilities) interconnecting portions of the Improvements, and (ii) transmission lines connecting the Improvements to the electrical grid power system.

During construction of the Improvements, Meitner agrees to use commercially reasonable efforts to minimize disruption to County roads caused by the construction process and to repair any and all damage to the extent directly caused to County roads by Meitner or its agents during the construction period (ordinary wear and tear excepted). Meitner shall have no obligation under this Article to repair or replace (in whole or in part) any County road that Meitner actually uses if any party (or parties) other than Meitner collectively causes fifty percent (50.00%) or more of the damage to such road between the Effective Date and the date of the issuance by Meitner of the Certificate. Meitner will give the County prior notice of the county roads to be utilized Meitner for construction of the improvements. The County will document the condition of the roads and provide Meitner with a copy of such condition report, and the County will take reasonable steps to document use of the identified roads during the construction of improvements. A post-construction road inspection will be made to determine any cost to repair, and Meitner will be provided a copy of said report and given an opportunity to challenge any alleged damages.

During the construction of the Hydrogen Project, Owner anticipates that most of its road traffic will result from construction workers entering and exiting the construction site; such entrance and exit will mostly occur in the mornings about sunrise and in the evenings about sunset. The heaviest loads which Owner anticipates during such construction will come from delivery of modules of equipment and materials which are anticipated to weight about 80,000 pounds or less.

[remainder of this page intentionally blank]

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by Gray County on [], **2023**, and by the Owner on [], **2023**, and is effective upon the execution of both parties hereto.

ATTEST/SEAL:

Gray County, Texas

Owner:

IP Meitner, LLC a Delaware Limited Liability

By: _____

By:

Printed Name:

Printed Name: Luke Dunnington

Title: County Judge

Title: President

Attest:

Executed by Gray County Judge _____ on the [] day of _____,
2023.

EXHIBIT A

Project Area in Reinvestment Zone

[Insert legal description]

EXHIBIT B

Order Designating Reinvestment Zone

[Reserved]

STATE OF TEXAS

§

COUNTY OF GRAY

§

§

ORDER DESIGNATING REINVESTMENT ZONE

WHEREAS, Notice of a proposed Designation of a Reinvestment Zone was published in accordance with the Texas Tax Code and whereas Gray County desires to create a Reinvestment Zone in Gray County.

It is **HEREBY ORDERED** that the County designates the property located in Gray County having the legal description attached to the Order as Exhibit "A" as [] under the Gray County Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones, having determined that the designation will contribute to the retention of expansion of primary employment and will attract major investment in the zone that will benefit the zone and will contribute to the economic development of the County; and

That the County declares eligible for property tax abatement all eligible property now or hereafter located in the [] as authorized by the Gray County Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones and Chapter 312 of the Texas Tax Code.

Passed and approved at the Gray County Commissioners' Court meeting, at which a quorum was present on the _____ day of _____, _____.

By:
Name:

Attest:

Exhibit A

Legal Description of Property for Reinvestment
Zone/Tax Abatement

EXHIBIT C
LOCAL SPENDING
PLAN

- A. In connection with the construction and operation of the Improvements in Gray County (the "Project"), IP Meitner, LLC ("Owner") and the Owner's primary contractor(s) ("*Primary Contractor(s)*") responsible for overseeing construction and/or operation of the Improvements will use commercially reasonable efforts to use services, materials, and supplies purchased from Gray County individuals and businesses, provided that nothing in this paragraph shall require Owner or the Primary Contractor(s) to use services, materials and supplies provided by Gray County residents.

- B. In filling employment vacancies in connection with the Project, Owner and the Primary Contractor(s) will use commercially reasonable efforts to use Gray County labor, provided that nothing in this paragraph shall require Owner or the Primary Contractor(s) to employ Gray County residents.

- C. In no event shall Owner or the Primary Contractor(s) discriminate against Gray County residents in employment or in the purchase of goods and services.

- D. Owner or the Primary Contractor(s) shall designate a Coordinator of Local Hiring and Services who will act as a liaison between all contractors and any individual or business residing in Gray County who is interested in obtaining information about (1) employment, or (2) commercial services or supplies expected to be purchased by a contractor.

- E. Owner or the Prime Contractor shall hold a job and contracting information session prior to beginning physical construction of the project at which information will be provided regarding the construction and hiring needs of the Project. Such information also will be provided on a continuing basis through the Coordinator of Local Hiring and Services.

