

## SECOND AMENDMENT TO TAX ABATEMENT AGREEMENT

By and Between

### STEPHENS COUNTY, TEXAS, and LA CASA WIND, LLC

This Second Amendment to Tax Abatement Agreement (this “*Amendment*”) is entered into by and between Stephens County, Texas (the “*County*”) duly acting herein by and through its County Judge, and La Casa Wind, LLC, a Delaware limited liability company (together with its successors and assigns, “*Owner*”). This Amendment shall have an “*EffectiveDate*” of \_\_\_\_\_, 2025.

#### Recitals:

WHEREAS, on or about March 11, 2024, after a duly conducted public hearing and following a majority vote by the Commissioners Court of Stephens County, Texas (the “*Commissioners Court*”) the County duly acting by and through the County Judge and Owner entered into a Tax Abatement Agreement (the “*Original Agreement*”);

WHEREAS, on or about May 13, 2024, after a duly conducted public hearing and following a majority vote by the Commissioners Court of Stephens County, Texas the County duly acting by and through the County Judge and Owner entered into a First Amendment to Tax Abatement Agreement (the “*First Amendment*”) (the Original Agreement as amended by the First Amendment, the “*Agreement*”);

WHEREAS, the County and Owner now desire to make certain amendments to the Agreement.

#### Amendment

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

1. The Recitals set forth above are hereby fully incorporated into this Amendment for all purposes.
2. All capitalized terms used and not defined herein shall have the meaning assigned to those terms in the Agreement.
3. The Agreement is hereby amended as follows:
  - a. Section 1.4 of the Agreement is hereby deleted in its entirety and replaced fully with the following: “Spacing of Wind Turbines. Owner shall not erect any wind turbine Improvement within: (i) 1,000 feet of any County Roads, except County Road 128, County Road 131 and County Road 174, (ii) 700 feet from any property line/boundary of any property owner who

has not entered into a lease agreement with Owner; (iii) 1,400 feet from any occupied dwelling located on land with respect to which Owner has not entered into a lease agreement or does not otherwise own as measured from the center of the base of a wind turbine to the nearest point of the dwelling, unless the occupant of the dwelling has agreed in writing; (iv) 9,240 feet from the nearest boundary of that portion of Palo Pinto Mountain State Park located in Stephens County, Texas; and 5 miles from Tucker Lake (central coordinates 32.529919°, -98.561903°), located within the Palo Pinto Mountain State Park.”

4. All of the terms, conditions, and provisions of the Agreement not specifically amended herein shall remain in full force and effect.

5. This Amendment may be executed simultaneously or in counterparts, each of which together shall constitute one and the same Amendment.

*[Signature Page Follows]*

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

ATTEST:

COUNTY:  
Stephens County, Texas

\_\_\_\_\_  
Jackie Ensey, County Clerk

\_\_\_\_\_  
Michael Roach, County Judge

STATE OF TEXAS )

COUNTY OF STEPHENS )

This instrument was acknowledged before me on \_\_\_\_\_, 2025 by Michael Roach, County Judge of Stephens County, Texas on behalf of said County.

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

*[Signatures Continue Next Page]*

OWNER:

La Casa Wind, LLC, a Delaware limited liability company

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2025 by \_\_\_\_\_, the \_\_\_\_\_ of La Casa Wind, LLC, a \_\_\_\_\_ limited liability company, on behalf of La Casa Wind, LLC.

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