

STATE OF TEXAS

§

COUNTY OF FORT BEND

**CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
FORT BEND COUNTY, TEXAS, AND
TESLA, INC.**

This Chapter 381 Economic Development Agreement (this "**Agreement**") is made and entered into by and between FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas (the "**County**"), and TESLA, INC. ("**Owner**"), hereinafter collectively referred to as the "**Parties**" and sometimes individually referred to as a "**Party**."

RECITALS

WHEREAS, the purpose of this Agreement is to promote state or local economic development and to stimulate business and commercial activity in the County; and

WHEREAS, Owner proposes to develop Project Crystal Sun, a high technology, utility-scale, photovoltaic manufacturing facility together with related production, processing, research and development, assembly, testing, logistics, utility, administrative and other supporting operations expected to create substantial capital investment and employment in Fort Bend County as further described on the attached Exhibit ____ (the “**Project**”) on certain real property owned by Owner generally located near FM 762 and FM 1994 in unincorporated Fort Bend County, Texas, (the “**Property**”); and

WHEREAS, the Project, at full buildout, is expected to represent at least \$10,000,000,000 of capital investment by Owner, employ 9,712 Employees (as defined herein) and represent a substantial investment in the County's economy and economic growth; and

WHEREAS, the County finds that the Project is feasible and practical, will expand primary employment and the tax base, and would not proceed in Fort Bend County in the same scope, timing, and form but for the economic incentives provided for in this Agreement; and

WHEREAS, the County desires for Owner to acquire the Property for the design, construction, and improvement of buildings, equipment, facilities and other related improvements necessary to build, own and operate the Project thereon and drive the economic benefits sought hereunder; and

WHEREAS, the Parties hereby agree to establish a program for economic development in accordance with Article III, Section 52-a, of the Texas Constitution and Chapter 381, Texas Local Government Code ("**Chapter 381**"), under which the County has the authority to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the County through the payment of the County Rebate Grant and, if

applicable, the Special Extension Grant as such terms are hereinafter defined (the “**Program**”); and

WHEREAS, the County hereby finds that this Agreement and the Program promote economic development in the County; and, as such, meets the requirements under the law for an economic development program for which a grant of public money is allowed; and, further, is in the best interest of the County and the surrounding community; and

WHEREAS, Owner has agreed to provide significant financial investment in completing the Project that will benefit the County through the creation of additional taxable property base, increased employment opportunities, and incidental direct support of other local business and enterprises, and that the Project would not occur or otherwise benefit the County but for the existence of the Program; and

WHEREAS, Owner and the County have entered into the FTZ Agreement (as hereinafter defined) of even date herewith to further encourage the Project, support the Program, and advance both Parties attainment of the benefits secured by this Agreement; and

WHEREAS, Owner and the County have entered into the True Up PILOT Agreement (as hereinafter defined) of even date herewith to further encourage the Project, support the Program and advance both Parties attainment of the benefits secured by this Agreement; and

WHEREAS, the County has determined that it is duly authorized by the Constitution and laws of the State of Texas, including Chapter 381, to enter into this Agreement, and Owner has determined that it is duly authorized to enter into this Agreement, and each have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each; and

WHEREAS, on the Effective Date defined below, the commitments contained in this Agreement shall become legally binding obligations enforceable against the Parties; and

WHEREAS, the recitals as set forth above are declared true and correct and are hereby incorporated as part of this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the County and Owner, each agree as follows:

ARTICLE I. DEFINITIONS

The terms "Agreement," "Owner," "County," "Parties," "Party," "Program," "Chapter 381," "Project," and "Property" shall have the meanings provided for them in the Preamble and Recitals above. Except as may be otherwise defined or if the context clearly requires otherwise, capitalized terms and phrases as used in this Agreement shall have the meanings as follows:

- A. "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with Owner.
- B. "Annual Compliance Statement" has the meaning assigned to such term in Article IV.
- C. "Chapter 312 Abatement Agreement" means the Tax Abatement Agreement between the County and Owner approved by the County on October 22, 2026, pursuant to which the County agreed to abate certain taxes owed by Owner on Eligible Property resulting from the Project and on the Property.
- D. "Commercial Operations" means the date on which the Project begins regular commercial production of solar cells, as attested to by an authorized Owner officer.
- E. "County Portion" means the portion of Eligible County Taxes collected on Eligible Property on the Property and equal to 10% of the Eligible County Taxes actually collected in any Tax Year in the County Rebate Grant Period and which shall be retained by the County in its General Fund.
- E. "County Rebate Grant" means, for each Project Year in the County Rebate Grant Period, the payment by the County to Owner of a grant annually in an amount equal to the 90% of the Eligible County Taxes paid by Owner for such Project Year.
- F. "County Rebate Grant Period" means a twenty (20) year period commencing with the first Project Year that is the Tax Year immediately following the end of the Abatement Period (as defined in the Chapter 312 Abatement Agreement), unless the requirements for the Special Extension Trigger are met, in which case the County Rebate Grant Period hereunder shall be twenty-five (25) years commencing with such first Project Year. For the avoidance of doubt, the Chapter 312 Abatement Agreement will end by its own terms on December 31 of Abatement Year 10 as specified in the Chapter 312 Abatement Agreement.
- G. "Effective Date" means the date this Agreement is last executed by the County or Owner.
- H. "Eligible County Taxes" means, for any Project Year in the County Rebate Grant Period, all ad valorem taxes levied by the County on all Eligible Property (including, but not limited to, maintenance-and-operations and interest-and-sinking-fund or debt-service components) for such Project Year, but does not include any other County tax or local government tax to which the Property or the Project is subject. For the avoidance of doubt, any Fort Bend County Drainage District Taxes are not included in this Agreement and are not included in the calculation of the County Rebate Grant herein.

- I. "Eligible Payroll" means aggregate employer paid wages (including overtime, bonus, equity and paid leave), employer payroll taxes, and employer-paid health, welfare, retirement, and similar benefits for Employees, including comparable documented employee-level costs for qualifying contract-provider Employees, but excluding contract-provider overhead and profit.
- J. "Eligible Property" means the Tangible Personal Property of Owner, including qualifying Replacement Property, that is located on the Property and is a part of the Project. For the avoidance of doubt, the Eligible Property hereunder is coextensive with the "Eligible Property" as defined in the Chapter 312 Abatement Agreement, and which became fully taxable by the County upon expiration of the Chapter 312 Abatement Agreement.
- K. "Employee" means a person whose employment is both permanent and full- time, who works for and is an employee of Owner or an employee of a contract provider to Owner, who works a minimum of 1,750 hours per year and whose employment is reflected in Owner's (and/or contract provider's, as applicable) quarterly report filed with the Texas Workforce Commission (TWC); but excluding any individual directly engaged by Owner as an independent contractor (seasonal, part- time, and full-time equivalent). As used in this Agreement, "Employee" does not include any employee who is engaged in construction, design, or pre-operational work, or interns. Any contract provider must maintain sufficient records to substantiate assignment and hours worked on the Project.
- L. "Event of Bankruptcy or Insolvency" means the dissolution or termination of Owner's existence as an ongoing business, insolvency, or the appointment of a receiver for any of Owner's property or inventory and such appointment is not terminated within ninety (90) days after such appointment is initially made.
- M. "Force Majeure" means an event beyond the reasonable control of the affected party, including, but not limited to, casualty, natural disaster, epidemic, war, terrorism, supply-chain interruption, utility interruption, governmental order, permitting delay not caused by that party, or labor disruption that makes continued performance of the obligations hereunder impossible, not merely impracticable or unprofitable. Unfavorable economic conditions alone are not Force Majeure.
- N. "FTZ Agreement" means that certain Foreign Trade Zone Agreement by and between Owner and the County of even date herewith pursuant to which the County agreed to provide a non-objection or concurrence letter to Owner for purposes of Owner pursuing designation of a Foreign Trade Zone or subzone covering the Project on the terms, conditions and restrictions as set forth therein.
- O. "Project Year" means each Tax Year numbered from Project Year 1, which shall commence with the first Tax Year of the Abatement Period (as defined in the Chapter

312 Abatement Agreement). For the avoidance of doubt, Project Year 1 shall be the same as Abatement Year 1 under the Chapter 312 Abatement Agreement.

- P. "Replacement Property" means property acquired or installed to repair, replace, modernize, refresh, or improve Eligible Property and used for substantially the same Project function.
- Q. "Special Extension Grant" means, for each Project Year in the Special Extension Period, the payment by the County to Owner of a grant in an amount equal to 100% of the Eligible County Taxes paid by Owner for such Project Year.
- R. "Special Extension Period" means a period of five (5) Project Years with respect to which the County shall make the Special Extension Grant payment, which period shall be the first five (5) years of the County Rebate Grant Period and such first five (5) years shall extend the County Rebate Period under this Agreement to a total of twenty-five (25) years upon the occurrence of the Special Extension Period Trigger.
- S. "Special Extension Period Trigger" means Owner's required annual certifications and reasonable supporting documentation provided to the County under the Chapter 312 Abatement Agreement with respect to any two (2) consecutive Project Years during the Abatement Period (as defined in the Chapter 312 Abatement Agreement) demonstrates that the average annual Employee headcount for the Project was at least 12,000 during such two (2) consecutive Project Years.
- T. "Tangible Personal Property" has the meaning assigned to such term in Section 1.04(5) of the Texas Tax Code or any successor provision.
- U. "Tax Year" means the calendar year with respect to which Eligible County Taxes are assessed against the Eligible Property for payment to the County by the delinquency date in the following year. By way of example only, Eligible County Taxes assessed with respect to the calendar year 2029 are due and payable by the delinquency date in 2030.

ARTICLE II. TERM

This Agreement shall commence on the Effective Date and shall terminate on December 31 of the last year of the County Rebate Grant Period. For the avoidance of doubt, the term of this Agreement shall end no later than the end of Project Year 30, except that upon the occurrence of the Special Extension Period Trigger, the term of this Agreement shall end no later than the end of Project Year 35.

ARTICLE III. PAYMENT OF COUNTY REBATE GRANT OR SPECIAL EXTENSION GRANT.

For each Project Year during the County Rebate Grant Period, and for which Owner has complied with the requirements of this Agreement, the County shall pay to Owner the County Rebate Grant, or, if applicable, the Special Extension Grant, no later than ninety (90) days following County's receipt of a certificate or certificates issued by the Fort Bend County Tax Office verifying that all ad valorem taxes owed by Owner to the County with respect to the Eligible Property have been paid to the County for such Project Year.

If on the due date, as specified in immediately preceding paragraph, for payment of any County Rebate Grant, or, if applicable, the Special Extension Grant, with respect to a Project Year during the County Rebate Grant Period there are any administrative or judicial protests, appeals, or other proceedings pending with respect to all or any portion of the taxable value of the Eligible Property for such Project Year (a "Pending Appeal"), the County shall pay to Owner on or before such due date the amount of the County Rebate Grant, or, if applicable, the Special Extension Grant, calculated based upon the actual ad valorem property taxes paid by Owner and collected by the County with respect to such Project Year as of such due date (the "Preliminary Grant Amount"). Upon the occurrence of a "Final Determination" (as hereinafter defined) with respect to such Pending Appeal, Owner shall recalculate the amount of the County Rebate Grant, or, if applicable, the Special Extension Grant, for such Project Year, and the amount of the actual ad valorem property taxes paid by Owner and collected by the County with respect to such Project Year, to reflect any changes therein resulting from such Final Determination (including taking into account any refunds actually paid by the County to Owner, and any additional ad valorem property taxes actually paid by Owner to the County, as a result of such Final Determination) and submit a statement to the County setting forth such recalculations and the amount, if any, by which the amount of the County Rebate Grant, or, if applicable, the Special Extension Grant, so recalculated exceeds the Preliminary Grant Amount (as appropriately adjusted, if applicable, to reflect any previous payment(s) resulting from any previous recalculation(s) of the amount of the County Rebate Grant, or, if applicable, the Special Extension Grant, for such Project Year, and the amount of the actual ad valorem property taxes paid by Owner and collected by the County with respect to such Project Year, under this paragraph), or the Preliminary Grant Amount (as so adjusted, if applicable) exceeds the amount of the County Rebate Grant, or, if applicable, the Special Extension Grant, so recalculated, as the case may be, and:

(a) if the amount of the County Rebate Grant, or, if applicable, the Special Extension Grant, so recalculated exceeds the Preliminary Grant Amount (as so adjusted, if applicable), then the County shall pay the amount of such excess, without interest or penalty, to Owner within forty-five (45) calendar days after Owner's delivery of such statement to the County; and

(b) if the Preliminary Grant Amount (as so adjusted, if applicable) exceeds the amount of the County Rebate Grant, or, if applicable, the Special Extension Grant, so recalculated, then Owner shall pay the amount of such excess, without interest or penalty, to the County within forty-five (45) calendar days after Owner's delivery of such statement to the County.

As used herein, the term “Final Determination” means (i) a decision, judgment, decree or other order of a court or other governmental authority (including the Fort Bend County Appraisal Review Board) with appropriate jurisdiction, which has become final and non-appealable; (ii) a final and binding settlement or compromise with a governmental authority (including the Fort Bend County Appraisal District) with appropriate jurisdiction; or (iii) any final disposition by reason of the expiration of all applicable statutes of limitations or by mutual agreement of the Parties.

ARTICLE IV. ANNUAL COMPLIANCE REQUIREMENTS

During the term of this Agreement, and as a condition of eligibility for the County Rebate Grant, and if applicable, the Special Extension Grant, with respect to a Project Year during the County Rebate Grant Period, Owner shall attest to the following items with respect to such Project Year in writing to the County, on or before September 1 immediately following such Project Year, using the form attached hereto as Exhibit B (the “Annual Compliance Statement”):

1. Owner shall attest it has achieved at least 90% of its Employee headcount target of 9,712 calculated based on the average annual Employee headcount measured by the average of the Employee headcounts on January 1, April 1, July 1, and October 1 of such Project Year for which the Annual Compliance Certification relates.
 - a. In order to remain eligible for the payment of the County Rebate Grant or if applicable, the Special Extension Grant, with respect to a Project Year during the County Rebate Grant Period, Owner’s Employee headcount must be at least 90% of the stated target of 9,712 measured as specified above. If Owner’s Employee headcount is less than 90% of the stated target, then Owner shall not be entitled to the County Rebate Grant or, if applicable, the Special Extension Grant, for the applicable Project Year. In the event Owner does not achieve at least 90% of its Employee headcount at least 90% of its in two successive Project Years, Owner shall not be entitled to the County Rebate Grant, or if applicable, the Special Extension Grant for the second of such successive Project Years and the County may declare a Material Default under Article VI, below. Termination of this Agreement pursuant to this provision shall not entitle the County to recover any County Rebate Grant or Special Extension Grant paid to Owner with respect to any Project Year prior to the second of such successive Project Years.
2. Owner shall attest that it has paid a minimum annual average hourly employee compensation of \$55.00 per hour based on Eligible Payroll records along with reasonable supporting documentation which may include payroll and benefit reports for such Project Year.
 - a. In the event Owner does not achieve the minimum annual average employment compensation target set forth above in any Project Year, Owner shall not be entitled to the County Rebate Grant, or if applicable, the Special Extension Grant

for such Project Year. In the event Owner does not achieve the minimum annual average employment compensation target set forth above in two successive Project Years, Owner shall not be entitled to the County Rebate Grant, or if applicable, the Special Extension Grant, for the second of such successive Project Years and the County may declare a Material Default under Article VI, below. Termination of this Agreement pursuant to this provision shall not entitle the County to recover any County Rebate Grant or Special Extension Grant paid to Owner with respect to any Project Year prior to the second of such successive Project Years.

3. Owner shall attest it has complied with all obligations of Owner under the FTZ Agreement for such Project Year, including the making of any payment required of Owner thereunder with respect to such Project Year.
4. Owner shall attest it has complied with all obligations of Owner under the True Up PILOT Agreement for such Project Year, including the making of any payment required of Owner thereunder with respect to such Project Year.
5. Owner shall attest it has maintained bona fide Project operations on the Property with respect to such Project Year subject only to ordinary outages, maintenance stand-downs, retooling, installation of Replacement Property, casualty event such as fire or flood, and Force Majeure events.
6. Owner attests it has paid all County ad valorem taxes owed by it to the County for the Project Year with respect to which such Annual Compliance Certification relates and a County Rebate Grant or, if applicable, Special Extension Grant is otherwise owed and due under this Agreement; provided that a good faith tax protest, tax appeal or other contest filed by Owner shall not be considered a non-payment of County ad valorem taxes so long as Owner has paid all amounts legally required by applicable law to preserve its protest, appeal, or contest rights.

An uncured failure by Owner to provide the Annual Compliance Certification for a Project Year shall permit the County to withhold the applicable grant for such Project Year. A shortfall in any annual performance measure for a Project Year shall be addressed solely through the grant adjustment expressly stated in this Agreement and shall not constitute a default, termination event, or basis to recover a grant paid for another Project Year.

ARTICLE V. MATERIAL EXPANSION

This Agreement covers only the Project as defined herein and does not include any Material Expansion by Owner or an Affiliate. For purposes of this Agreement, "Material Expansion" means a distinct later phase or independent expansion that adds land, a separate manufacturing building or production line, a materially different product, or more than 20 percent cumulative nameplate production capacity beyond the Project described herein and on

Exhibit A. Replacement, debottlenecking, modernization, and ordinary capacity optimization are not Material Expansion.

Any expansion of the Program defined hereunder to any Material Expansion shall require separate application and agreement of the Parties and be memorialized under separate agreement.

ARTICLE VI. DEFAULT, CURE AND TERMINATION

A. Notice of Default and Opportunity to Cure:

1. All defaults, whether a Material Default or other defined default under this Section, shall be identified in writing by the County to Owner as set forth in this Article VI, below, and shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT MAY RESULT IN REMEDIES EXPRESSLY PERMITTED BY THE CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT INCLUDING POTENTIAL CANCELLATION OF THE CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT AS PROVIDED THEREIN.

2. Owner shall have sixty (60) days from the date of the written notice to cure any default identified. The County may approve a reasonable written extension for a nonmonetary cure that cannot reasonably be completed within 60 days (including, but not limited to, by reason of an event constituting Force Majeure) if the Company begins and diligently pursues cure. No cure applies to fraud or to a conviction for knowingly employing an undocumented worker to the extent prohibited by law.

- B. Material Default:** The County may declare a Material Default upon the happening of one of the below defined events of Material Default. Except as otherwise provided herein, if the County declares a Material Default of this Agreement, this Agreement shall terminate, after notice and opportunity to cure as provided in this Article VI, or the Parties may modify this Agreement upon mutual agreement. If this Agreement terminates due to an unremedied or uncured Material Default with respect to a Project Year, any County Rebate Grant or, if applicable, Special Extension Grant for such Project Year shall be returned to the County within 60 days of the date of such termination. If the County does not receive payment within 60 days, a penalty may be added equal to 15% of the total applicable County Rebate Grant or Special Extension Grant. Material Defaults are:

1. Failure to maintain Project improvements in a condition necessary for safe and lawful Project operations, after notice and opportunity to cure, excluding ordinary depreciation, retirement, replacement, modernization, and market conditions;
 2. Failure to comply with any provision or obligation of Owner under the FTZ Agreement after any approved and applicable extensions under the FTZ Agreement and expiration of Owner's cure rights thereunder.
 3. Failure to comply with any provision or obligation of Owner under the True Up PILOT Agreement after any approved and applicable extensions under the True Up PILOT Agreement and expiration of Owner's cure rights thereunder.
 4. Failure to comply with the Annual Compliance Certification requirements regarding Employee headcount or employee compensation set forth in Article IV, Sections 1 and 2, respectively, for two successive Project Years.
 5. In the event that Owner allows any undisputed County ad valorem taxes to become delinquent, such delinquency shall not constitute a default under this Agreement unless the County provides Owner written notice of the delinquency and Owner fails to pay the delinquent taxes, together with any penalties and interest required by applicable law, within sixty (60) days after Owner's receipt of that notice. No default shall arise from taxes subject to a timely filed protest, appeal, or other contest permitted by applicable law, provided Owner timely pays all amounts required by applicable law to preserve its protest, appeal, or contest rights.
 6. Abandonment of substantially all Project operations for twelve (12) consecutive months, excluding Force Majeure events and also excluding closure for maintenance, retooling, or casualty repair provided that such maintenance, retooling, or casualty repair is pursued with reasonable diligence and in good faith;
 7. Owner experiences an Event of Bankruptcy.
 8. Fraud or knowing material misrepresentation, or material uncured breach of an express obligation under this Agreement.
- C. Undocumented Workers Default: This paragraph is required by Chapter 2264, Texas Government Code and governs over any conflicting provisions of this Agreement. Owner is prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, Texas Government Code. If Owner is convicted of a violation under 8 U.S.C. Section 1324a(f), the conviction shall be considered a default of this Agreement, from which no cure provisions shall apply. In such event, the County shall provide written notice to Owner of the default and this Agreement shall automatically terminate on the 30th day after the date of the notice of default from the County to Owner. In the event of

termination under this paragraph Owner shall repay to the County the amount of all County Rebate Grant or, if applicable, Special Extension Grant paid by the County to Owner under this Agreement for the Project Year in which notice of default under this provision was given, plus interest from the date on which the County made payment to Owner at the rate provided for in the Texas Tax Code for delinquent taxes.

- D. An administrative deficiency or annual performance shortfall addressed through the annual grant-adjustment provisions of this Agreement is not a default. For another uncured material breach not listed as a Material Default, the County may pursue only the remedies expressly stated in this Agreement after the applicable notice and cure period; termination is permitted only for a Material Default not described in or covered by the first sentence of this Article VI, D.
- E. A Party's obligations to pay the other Party monies pursuant to the terms of this Agreement shall survive the termination of this Agreement until paid in full.

ARTICLE VII. NOTICES

Any notice given under this Agreement must be in writing and may be given (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified at the address set forth below, or at the last address for notice that the sending Party has for the receiving Party at the time of mailing, and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery," addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods for notice set forth in this sentence. Notice by United States mail as provided in (i) will be deemed delivered, whether or not actually received, three (3) days after the date of mailing. Payments to any Party shall be made by check at the address set forth below (without copies), unless timely notice of change of address is given to a Party in writing. For purposes of this Article VII, the addresses of the Parties will, until changed as provided in Section 8.2 below, be as follows:

County: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, TX 77469

With a copy to: Fort Bend County
Attn: Director of Economic Opportunity & Development
301 Jackson Street
Richmond, TX 77469

Owner: Tesla, Inc.
1 Tesla Road

Austin, TX 78725
Attn: General Counsel

With digital copy to: darksta@tesla.com
uspropertytax@tesla.com

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

ARTICLE VIII. ASSIGNMENT

The terms and conditions of this Agreement are binding upon the successors and assigns of all of the Parties. This Agreement may be transferred or assigned by Owner only upon written permission by the County, which permission shall not be unreasonably withheld, delayed, or conditioned. The County shall not object to an assignment by Owner to an Affiliate. Owner may also grant a collateral assignment to Project lenders, provided the County receives notice and each notified lender has the applicable Owner cure period plus thirty (30) days to cure or begin diligently pursuing its remedies. No assignment shall be approved if the assignor or assignee is indebted to the County for ad valorem taxes or other obligations.

ARTICLE IX. DISCLAIMER

Nothing herein shall confer upon any person, firm, or other entity other than the Parties any benefit or any legal or equitable right, remedy or claim under this Agreement. All obligations hereunder of the Parties shall be binding upon their respective successors and assigns.

ARTICLE X. SEVERABILITY AND SURVIVAL OF AGREEMENT

If any provision or application of this Agreement shall be held illegal, invalid, or enforcement by any court with competent jurisdiction, the invalidity of such provision shall not affect or impair any of the remaining provisions of this Agreement.

ARTICLE XI. GOVERNING LAW & IMMUNITY

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. It is further understood and agreed that any dispute arising out of or related to this Agreement shall be resolved in a court of competent jurisdiction in Fort Bend County, Texas. Nothing in this Agreement shall constitute a waiver by the County of its governmental or sovereign immunity. Nothing in this Agreement shall be construed as express or implied consent by the County to being sued.

ARTICLE XII. MISCELLANEOUS PROVISIONS

- A. Force Majeure. In the event either Party is rendered unable, wholly or in part, as a result of Force Majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance hereunder at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the Force Majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such Force Majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence.
- B. Approvals or Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution, or minute order adopted by the governing body or board of the appropriate Party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of a Party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.
- C. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights upon any third parties.
- D. Supplementation. In the event any further documentation or information is required for this Agreement to be valid, then the Parties to this Agreement shall provide or cause to be provided such documentation or information. The Parties shall execute and deliver such documentation including but not limited to any amendments, corrections, deletions, or additions as necessary to this Agreement provided however that the Parties shall not be required to do anything that has the effect of changing the essential economic terms of this Agreement or imposing greater liability on the Parties. The Parties further agree that they shall do anything necessary to comply with any requirements to enable the full effect of this Agreement; provided, however, that the Parties shall not be required to do anything that has the effect of changing the essential economic terms of this Agreement or imposing greater liability on the Parties.
- E. Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the County and Owner.
- F. Attorney's Fees. In the event it becomes necessary for a Party to file a suit to enforce this Agreement or any provisions of this Agreement, the Party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs incurred by same.

- G. Reservation of Rights. All rights, powers, privileges, and authority of the Parties not restricted or affected by the express terms and provisions hereof are reserved by the Parties and, from time to time, may be exercised and enforced by the Parties.
- H. Merger. The terms contained in this Agreement represent the final agreement among and between the Parties with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. The Parties agree that by entering into this Agreement they have not relied upon any representation other than those contained in this Agreement. The Parties agree that they have read this Agreement, sought the advice of counsel, understand the terms of this Agreement and have executed this Agreement voluntarily.

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

FORT BEND COUNTY, TEXAS

By: _____
Daniel Wong, County Judge
Date: _____

ATTEST:

Laura Richard, County Clerk

**OWNER
TESLA, INC.**

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO LEGAL FORM:

Michelle L. Turner
First Assistant County Attorney
County Attorney Office*

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of the County. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of the County. Our approval of this document was offered solely for the benefit of the County. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney.

County's Original executed document
to be returned to:

Economic Development Office
ATTN: Director of Economic Opportunity and Development
Address:

Exhibit A

(Description of Project Property)

DRAFT

Exhibit B

(Form of Annual Compliance Statement)

DRAFT