

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND   §

**TAX ABATEMENT AGREEMENT BETWEEN  
 FORT BEND COUNTY DRAINAGE DISTRICT AND OLD  
 300 STORAGE CENTER, LLC**

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **FORT BEND COUNTY DRAINAGE DISTRICT, TEXAS**, hereinafter referred to as "District," acting by and through its Board of Directors and **OLD 300 STORAGE CENTER, LLC** hereinafter referred to as "Owner," of the tangible personal property to be located within Fort Bend County Reinvestment Zone No. 26 to be effective as of the date the District signs this Agreement (the "Effective Date").

1. **Authorization:**

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the Effective Date of this Agreement and concerns Property subject to Texas Tax Code Section 23.26, and;
- b. The Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County Drainage District, Texas, were approved by the District's Board of Directors on May 9, 2023. District has determined that the request for Tax Abatement presented by Owner conforms to the criteria established in the Guidelines for Tax Abatement.
- c. No official of District has an interest in the property subject to this Agreement.

2. **Definition:**

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

- a. "Certified Appraised Value" means the value certified as of January 1 of each year of this Agreement regarding the property within Reinvestment Zone No. 26 by the FBCAD (as hereinafter defined).
- b. "Real Property" means the approximately 16.8 acres on which Owner's tangible personal property is proposed to be located as described in Exhibit "One" attached hereto and incorporated herein for all purposes, which tract of land is located within the Reinvestment Zone 26.
- c. "Abatement" means the full or partial exemption from all categories of District ad valorem taxes of Owner's Eligible property in the Fort Bend

County Reinvestment Zone No. 26 designated for economic development purposes.

- d. "Eligible Property" means improvements, equipment, and Machinery eligible for Abatement under this Agreement. Included among the Eligible Property is equipment identified as a battery system to store and distribute electricity.
- e. "Ineligible Property" means land, existing improvements, tangible personal property that the FBCAD classifies as inventory or supplies, real property used primarily to provide retail sales or services to the public, real property used for residential purposes, tangible personal property classified as furnishings, tangible personal property located in the reinvestment zone prior to the effective date of this Agreement, real property with a productive life of less than 10 years, and any other property for which abatement is not allowed by state law.
- f. "Owner" means OLD 300 STORAGE CENTER, LLC, or other person or entity to which this Agreement is assigned, subject to the terms of this Agreement. An "Affiliate" of an Owner means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Owner. For purposes of this definition, "control" of an entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise.
- g. "County" means the County of Fort Bend, Texas.
- h. "FBCAD" means Fort Bend Central Appraisal District.
- i. "Project" means the battery storage facility that Owner proposes to construct on the Real Property in Fort Bend County Reinvestment Zone No. 26.
- j. "Certificate" means a letter, provided by the Owner to the District that certifies that the Project has achieved Commercial Operations (as defined below) and outlines the Eligible Property included in the Project (including those facilities at the Project that are still under construction).  
Upon receipt of a Certificate, the District may inspect the Eligible Property in accordance with the terms of this Agreement in order to verify that the Eligible Property is constructed as certified in such Certificate. If the Certificate indicates that certain ancillary facilities not required for Commercial Operations are still under construction on the date that the Certificate is delivered, Owner will deliver an amended Certificate to the District within thirty (30) days after all Project construction is complete. Property meeting the definition of "Eligible Property" that is not fully constructed until after the delivery of the Certificate shall still be entitled to the Abatement under this Agreement.

- k. "Commercial Operations" means that the Project has become commercially operational and placed into service for the purpose of storing and distributing electricity for sale on one or more commercial markets.
  - l. "Lender" means any entity or person providing, directly or indirectly, with respect to the Project any of (i) 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), (ii) a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure, (iii) tax equity financing, (iv) any interest rate protection agreements to hedge any of the foregoing obligations, and/or (v) any energy hedge provider. There may be more than one Lender. Owner, at its election, may send written notice to the District with the name and notice information for any Lender.
  - m. "Term" shall mean the period beginning with the Effective Date and ending on the December 31st of the final year of the ten-year term of the Abatement.
  - n. "Total Project Costs" shall mean the total costs necessary to plan, design, and construct the facility, purchase construction materials, equipment, machinery and make it ready to commence operations, excluding any costs associated with leasing or purchase of the land for the Project.
3. **Subject Property:**
- a. The Fort Bend County Reinvestment Zone No. 26 is an area located in Fort Bend Drainage District, Texas, being legally described in Exhibit One attached hereto and incorporated herein for all purposes.
  - b. The base year value for the Eligible Property as of January 1, 2024, is agreed to be zero.
4. **Responsibility of Owner:**
- In consideration of receiving the tax Abatement granted herein, Owner represents and agrees:
- a. That construction of the Eligible Property will commence on or before January 1, 2026.
  - b. That Owner shall have delivered the Certificate to the District certifying that the Project has achieved Commercial Operations no later than June 1, 2027.
  - c. That simultaneous with the delivery of the Certificate, Owner shall provide the County's Tax Assessor/Collector a certified statement evidencing Total Project Costs. Owner's current and best estimate of the Total Project Costs is no less than \$135,000,000, and Owner shall update

and provide the final cost estimates for the Total Project Costs to District within 30 days of receipt of final design. The parties agree that the Certified Appraised Value of the Eligible Property on January 1 of the first year after the Certificate is delivered, and on each and every January 1 thereafter during the Term of this Agreement, will be the Certified Appraised Value as determined by FBCAD.

- d. THAT OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE FBCAD OF THE ABATEMENT, INCLUDING FILING WITH THE FBCAD ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.
- e. THAT OWNER SHALL BE RESPONSIBLE FOR REQUESTING FROM DISTRICT AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE ELIGIBLE PROPERTY THAT IS THE SUBJECT OF THIS AGREEMENT IS SOLD, TRANSFERRED OR ASSIGNED. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY ASSIGNMENT IS NOT EFFECTIVE UNTIL APPROVED IN WRITING BY DISTRICT.
- f. That Owner, either on its own or in combination with its parent company (Orsted North America, Inc.) shall, as of January 1, 2026, have the financial ability, through its own assets or through borrowings or fundraising, to construct the Project.
- g. That Owner shall ensure that taxes on all property owned or leased by it in Fort Bend County Drainage District are current. Delinquent taxes for any Fort Bend County property owned or leased by Owner is a default of Owner's obligations hereunder and will be grounds for exercising the District's default remedies regardless of whether the delinquent property is subject to Abatement; provided however that this Agreement does not abrogate Owner's right to timely protest property tax assessments in compliance with the Texas Tax Code and applicable law.

5. **Value and Term of Abatement:**

- a. In no event shall this Agreement extend beyond the expiration of the ten year term of the Abatement.
- b. In each year of the Abatement Term (as defined below), the amount of Abatement shall be an amount equal to the percentage indicated below of all ad valorem taxes assessed by the District on the Eligible Property.
- c. Subject to the limitations imposed by law and conditioned upon the representations outlined in Section 4 herein above, there shall be granted and allowed hereunder a property tax Abatement for the following years and in the following amounts on the value of the Eligible Property for all categories of ad valorem taxes assessed by the District:

<b>Tax Year</b>	<b>Percentage Abatement of the Value Calculated Under Tax Code 23.26</b>
Year 1	85%
Year 2	85%
Year 3	85%
Year 4	80%
Year 5	80%
Year 6	65%
Year 7	50%
Year 8	30%
Year 9	20%
Year 10	20%

"Year 1" in the table above shall correspond to the calendar year commencing on the first January 1 after Owner delivers the Certificate. The ten-year period (beginning with Year 1) to which the Abatement will apply is sometimes referred to herein as the "Abatement Term."

In the chart above, the total percentage of abatement granted for the Eligible Property for 10 years is 600%, or an average of 60% per year based upon a final Total Project Cost estimate of \$135 million. However, should the final Total Project Cost estimate be less than \$135 million, the total percentage of abatement granted for Eligible Property for the ten year term would be reduced as follows: if the Total Project Cost is less than \$135 million but greater than or equal to \$108 million, a reduction to 500%; if the Total Project Cost is less than \$108 million but greater than or equal to \$77 million, a reduction to 400%; and if the Total Project Cost is less than \$77 million, the percentage will be re-negotiated by the parties. Also, in the event that the final Total Project Cost estimate equals or exceeds \$155 million, the total percentage of abatement granted for the Eligible Property for the Abatement Term would be increased to 650%. In the event that the total Abatement Percentage is adjusted pursuant to this paragraph, then adjusted the total Abatement percentage will be apportioned among the ten years of the Abatement Term in the same proportion

that the 600% total Abatement percentage is apportioned among the ten years in the table above.

6. **Taxability:**

During the Abatement Term, the value of taxes shall be payable by the Owner as follows:

- a. The value of all property (Eligible and Ineligible) shall be determined in the Base Year by the FBCAD.
- b. The value of Ineligible Property shall be fully taxable
- c. The value of Eligible Property shall be abated during the Abatement Term as set forth in Section 5(c).
- d. Beginning on January 1 of the first calendar year after the Certificate is delivered, the percentage of property taxes set forth in the table above on the Certified Appraised Value of all Eligible Property shall be abated for the entire ten-year abatement period.
- e. After expiration of the Abatement Term, 100% of the Certified Appraised Value of all property owned by Owner located in the District shall be fully taxable at all times.

7. **Event of Default:**

- a. District may declare Owner in default of this Agreement if: (i) Owner fails to comply with any Term of this Agreement or (ii) Owner allows District ad valorem taxes on any property owned by it in Fort Bend County Drainage District to become delinquent during the Term of this Agreement, even if the delinquent taxes are for a property not subject to an Abatement.
- b. District shall notify Owner of any default in writing specifying the default. Owner shall have sixty (60) days from the date of the notice to cure any default. If Owner fails to cure the default within ninety (90) days from receipt of notice, District may terminate this Agreement by written notice.
- c. If this Agreement is terminated by District, as District's sole and exclusive remedy, Owner agrees that it is liable for and will pay to District within thirty (30) days of the termination of this Agreement:
  - i. The amount of all taxes abated for the entire period the uncured default existed during the Term of this Agreement; and ii. Penalties and interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes.
  - iii. The District's reasonable attorneys' fees incurred in connection such termination and in connection with its efforts to collect such penalties and interest.

- d. District shall have a lien against the Eligible Property for the taxes and interest owed because of the recapture of taxes under this paragraph during the time period beginning on the date such payment obligation accrues and continuing until the date is paid, subject to the terms and conditions provided in the Texas Tax Code for the District's lien for property taxes.
- e. 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 default of this Agreement, from which no cure provisions shall apply. In such event, District shall provide written notice to Owner of the default and this Agreement shall automatically terminate on the 30<sup>th</sup> day after the date of the notice of default from District to Owner. In the event of termination under this paragraph, Owner shall repay the amounts specific in subparagraph c. above.
- f. **LIMITATION OF LIABILITY; TERMINATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE TERMINATION DATE) AND RECAPTURE OF PROPERTY TAXES ABATED SHALL BE THE DISTRICT'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO TAKE ANY ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND DISTRICT AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.**
- g. Any Default Notice delivered to Owner and any Lender 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**

DISTRICT. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN CANCELLATION OF THE TAX ABATEMENT AGREEMENT AND, ACTION TO RECAPTURE OF TAXES ABATED PURSUANT TO THE AGREEMENT.

8. **Administration and Inspection:**

- a. This Agreement shall be administered on behalf of the Fort Bend County Tax Assessor/Collector or her designee. Owner shall allow employees or other representatives of District who have been designated by the Tax Assessor/Collector to have access to the Real Property (during normal business hours) during the Term of the Agreement. All regular inspections shall be made only after two (2) business days prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction or operation of the Project. A representative of Owner may accompany the inspector. District shall cause each of its employees and representatives who conduct such inspections to abide by all of Owner's security, safety and operational rules.
- b. Upon completion of the placement and/or installation of the Eligible Property, District shall annually evaluate any Eligible Property to ensure compliance with the terms and provisions of this Agreement and shall report potential defaults to the Owner.
- c. The Chief Appraiser of the FBCAD shall annually determine (i) the taxable Certified Appraised Value under the terms of the tax Abatement of the Eligible Property provided for in this Agreement and (ii) the full taxable Certified Appraised Value without the Abatement. The Chief Appraiser shall record both abatement taxable value and 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 subject to recapture when this Agreement is terminated in a manner that results in recapture of abated taxes.
- d. On or before September 1 of each year of this Agreement, Owner shall certify in writing to the Fort Bend County Tax Assessor/Collector Owner's compliance with each term of this Agreement by completion and submission of the form attached as Exhibit Four to this Agreement. No substitutions are allowed.
- e. Owner shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the Texas Tax Code. Such information shall also be provided annually to the County Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement.

9. **Assignment:**

- a. The rights and responsibilities of Owner hereunder may be assigned, in whole or in part, to an Affiliate without District's prior consent. Owner shall provide notice to the District of any assignment to an Affiliate. Owner's assignment of the Agreement to an Affiliate shall be final only after the execution of a formal assignment document between Owner and the assignee and the delivery of notice of the execution of such assignment agreement to the District.
- b. The rights and responsibilities of Owner hereunder may be assigned to a party other than an Affiliate only after obtaining the District's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment by Owner to a party other than an Affiliate without first obtaining the consent of the District shall be a default under this Agreement subject to the notice provisions, cure provisions, remedies, and other terms and conditions of Section 7 above. Owner shall give the District forty-five (45) days' written notice of any intended assignment to a party other than an Affiliate, and the District shall respond with its consent or refusal within thirty-five (35) days after receipt of Owner's notice of assignment. If the District responds to Owner's notice of assignment with a refusal, the parties agree to work together in good faith to resolve the District's objections to the assignment. Owner's assignment of the Agreement shall be final only after the execution of a formal assignment document between Owner and the assignee and the delivery of notice of the execution of such assignment agreement to the District. Neither Owner's notice of an intended assignment nor the District's formal consent to an intended assignment shall constitute an assignment of the Agreement, and Owner's request for a consent to assignment shall not obligate owner to assign the Agreement. In no event shall the District's failure to timely respond to Owner's written notice of an intended assignment be deemed to be the District's consent to the intended assignment.
- c. No assignment shall be effective or approved if District has declared a default hereunder which has not been cured or the assignee is delinquent in the payment of any ad valorem taxes owed to District.
- d Any and all assignments shall contain the same terms and conditions as set out in this Agreement and shall be granted for the remaining term of the original Agreement only.
- e. The parties agree that a transfer of all or a portion of the corporate ownership interests in Owner shall not be considered an assignment under the terms of this Agreement and shall not require any consent of the District. If the name of the Owner is changed, Owner will promptly notify District in writing of such change of name; this sentence is not intended to diminish the requirements of Section 9.a. above in the event of an actual

assignment of the Agreement. The "corporate ownership interests" for purposes of this Section 9.d. include limited liability company, corporation, or partnership ownership interests.

- f. Notwithstanding the provisions of subparagraph a. above, Owner may, without obtaining the District's consent, mortgage, pledge, or otherwise encumber (a "Mortgage") its interest in this Agreement or the Project to a Lender for the purpose of financing the operations of the Project or constructing the Project 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 this Agreement (a "Security Agreement") to a Lender. In the event Owner takes any of the actions permitted by this subparagraph to grant a Mortgage or a Security Agreement in this Agreement, it shall promptly provide written notice of such action to the District with such notice to include the name and notice information of the Lender. If Owner provides the name and contact information of a Lender to the District, then the District shall be required to provide a copy to such Lender of all notices (including default notices) delivered to Owner at the same time that the Notice is delivered to Owner. If Owner does not provide the name and contact information of a Lender to the District, then such Lender shall not have the notice rights nor any other rights of a Lender under this Agreement. If a Lender forecloses its Mortgage or Security Agreement rights in this Agreement, such Lender shall promptly notify the District of such foreclosure and promptly provide the District with the name and notice information for the company that succeeded to the rights of Owner under the Agreement pursuant to such foreclosure. Nothing in any Mortgage or Security Agreement shall be construed or interpreted to have the effect of changing any of the terms and conditions of this Agreement.

10. **Indemnity:**

It is understood and agreed between the parties that Owner, in performing obligations hereunder, is acting independently, and District assumes no responsibilities or liabilities in connection therewith to third parties. OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DISTRICT AND THE FBCAD FROM ANY AND ALL NON-OWNER CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF OWNER'S BREACH OF ITS OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF RESPONSIBILITIES AND LIABILITIES RESULTING FROM THE FAULT OR NEGLIGENCE OF DISTRICT OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. OWNER'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF

REASONABLE ATTORNEYS FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION WHICH ARE NOT DUE TO DISTRICT'S, THE DISTRICT'S OR THEIR REPRESENTATIVES' INTENTIONAL CONDUCT OR NEGLIGENCE. OWNER SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY DISTRICT IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION SO LONG AS DEFENSE COUNSEL AND COURSES OF ACTION ARE DETERMINED SOLELY BY OWNER. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT DISTRICT FROM INCURRING INDEPENDENT REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION; PROVIDED, HOWEVER, THAT OWNER SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.

11. **Force Majeure:**

If by reason of force majeure, Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to District in writing within thirty (30) calendar days after Owner first becomes aware or should have become aware of the occurrence relied upon. By doing so, the obligation of Owner, to the extent and for the period of time affected by the force majeure, shall be suspended. The District shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of force majeure. Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall include, but not be limited to acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the federal or state government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure or lack of capacity of the wastewater system or water supply system; governmental delays in granting approvals or issuance of permits; or any other cause not reasonably within the control of the Owner.

12. **District Board Approval:**

This Agreement is conditioned entirely upon the approval of the Drainage District by the affirmative vote of a majority of the members present at a duly scheduled meeting of the Commissioners Court.

13. **Compliance with State and Local Regulations:**

This Agreement shall not be construed to alter or affect the obligations of Owner to comply with any city ordinance or federal or state law or regulation.

14. **Changes in Laws/Vested Rights:**

The Tax Abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the Term of this Agreement, but only the extent required by law to be enforceable and after giving Owner all vesting, nonconforming and/or "grandfather" rights, contained in and applicable to this Agreement and allowed by law.

15. **Representations and Warranties of the District:**

The District represents that (a) the District has formally elected to be eligible to grant property tax abatements under Chapter 312 of the Tax Code; (b) Fort Bend District Reinvestment Zone No. 26 has been designated and this Agreement has been approved in accordance with Chapter 312 of the Texas Tax Code and the Guidelines and Criteria as both exist on the Effective Date of this Agreement; (c) the District's execution of this Agreement has been duly authorized by a vote of the District, (d) District properly published, posted, and delivered all public notices required by Tax Code chapter 312 prior to designating Fort Bend District Reinvestment Zone No. 26 and approving this Agreement, and (e) the property within the Reinvestment Zone and the Real Property is located within the legal boundaries of the District.

16. **Miscellaneous:**

- a. This Agreement and the rights and obligations of each party shall be construed and enforced under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
- b. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. c. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- c. Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

17. **Notices:**

- a. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been hand delivered, deposited with a nationally recognized overnight courier or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and certified, return receipt requested, in a United States Post Office, addressed to District and Owner at the mailing address as hereinafter set

out. If mailed, any notice of communication shall be deemed to be received three (3) business days after the date of deposit in the United States Mail.

- b. Unless otherwise provided in this Agreement, all notices shall be delivered to Owner or District at the following addresses:

To the Treasurer: Fort Bend County  
301 Jackson Street, Suite 514  
Richmond, TX 77469  
Attn: Treasurer

To District: Fort Bend County Drainage District  
401 Jackson  
Richmond, Texas 77469  
Attention: County Judge

Copy to: Fort Bend County Attorney  
401 Jackson  
Richmond, Texas 77469

To Owner: OLD 300 STORAGE CENTER,  
LLC 401 N. Michigan Ave Suite 501  
Chicago, IL 60611  
Attn: Philippe Pontbriand

- c. Any party may designate a different address by giving the other parties ten (10) days prior written notice thereof. Failure of Owner to provide County Tax Assessor/Collector thirty (30) days' notice of a change of address may result in termination of this Agreement.

18. Entire Agreement:

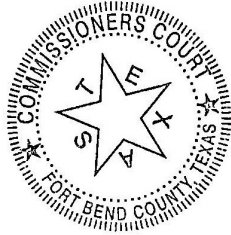
This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral. This Agreement shall inure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns. Attached hereto are (a) Exhibit One: Fort Bend County Commissioners Court Order designating Reinvestment Zone No.

26 and legal descriptions of Real Property (land) comprising the Reinvestment Zone, (b) Exhibit Two: Copy of Owner's Application for Tax Abatement, and (c) Exhibit Three: Annual Compliance Certificate— all of which are made part of this Agreement.

19. Execution:

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by District 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.

"DISTRICT:"



**FORT BEND COUNTY  
DRAINAGE DISTRICT**

By: K P George  
K. P. George, County Judge

Date: November 27, 2024

ATTEST:

Laura Richard  
Laura Richard, County Clerk

"OWNER"

**OLD 300 STORAGE CENTER, LLC**

By: Orsted DevCo, LLC, its sole member

By: Orsted North America II, LLC, its managing member

By: Orsted North America, Inc., its sole member

By: Trevor M Sholly

Printed Name: Trevor M. Sholly

Title: Head of Onshore Project Execution

Date: 11.12.2024

ATTEST:

Vanessa Mendez  
Printed Name: Vanessa Mendez

**Exhibits:**

- Exhibit One:** Fort Bend County Commissioners Court Order designating Reinvestment Zone No. 26 including Legal descriptions of Real Property (land) comprising the Reinvestment Zone
- Exhibit Two:** Copy of Owner's Application for Tax Abatement
- Exhibit Three:** Annual Compliance Certificate

EXHIBIT ONE  
ORDER CREATING  
FORT BEND COUNTY REINVESTMENT ZONE NO. 26

THE STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND       §

The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of Fort Bend County, Texas, convened in regular session at a regular term of said Court, open to the public, on the 10th day of December, 2019, in the Commissioners Courtroom, 401 Jackson St., 2nd Floor, Richmond, Texas.

**WHEREUPON**, among other business, the following was transacted at said meeting:

**ORDER DESIGNATING FORT BEND COUNTY REINVESTMENT ZONE NO. 26**

The Order was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved and seconded that the Order be adopted; and, after due discussion, the motion, carrying with it the adoption of the Order, prevailed and carried by the following vote:

AYES:   5  

NAYES:   0  

The County Judge thereupon announced that the Motion had duly and lawfully carried and that the Order had been duly and lawfully adopted. The Order thus adopted follows:

**ORDER DESIGNATING FORT BEND COUNTY**  
**REINVESTMENT ZONE NO. 26**

**WHEREAS**, the County Commissioners Court passed and approved Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Fort Bend County, Texas, on February 26, 2019;

**WHEREAS**, pursuant to the Guidelines, the County has received a request for designation of a Reinvestment Zone and Tax Abatement;

**WHEREAS**, notice was given to all taxing entities where the proposed zone is to be located;

**WHEREAS**, after proper notice had been given in the November 29, 2019 edition of the Fort Bend Herald, the County has held a public hearing on December 10, 2019, where all interested persons were given an opportunity to speak, and evidence for and against the designation of Fort Bend County Reinvestment Zone No. 26 was gathered;

**WHEREAS**, the County Commissioners Court has determined, based on evidence gathered, that the improvements sought to be located in proposed Reinvestment Zone No. 26 are feasible and practical and would be a benefit to the land to be included in Reinvestment Zone No. 26 and to the County after the expiration of the Tax Abatement Agreement; and

**WHEREAS**, the designation of Reinvestment Zone No. 26 will reasonably likely contribute to the retention or expansion of primary employment, increase business opportunities in Fort Bend County and contribute to the economic development of both the property in Reinvestment Zone No. 26 and to Fort Bend County;

**NOW THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSIONERS COURT OF FORT BEND COUNTY:**

**SECTION ONE**

That the findings and provisions set out in the preamble of this Order are hereby found to be true and correct, and are made a part of this Order for all purposes.

**SECTION TWO**

That Fort Bend County Reinvestment Zone No. 26 is hereby designated pursuant to the Guidelines for the purpose of encouraging economic development in Fort Bend County through tax abatement.

**SECTION THREE**

This designation shall be effective for five (5) years from the date of passage of this Order and may be renewed for five (5) year periods thereafter.

**SECTION FOUR**

The attached Exhibit A described tract(s) are to be combined and designated as Reinvestment Zone No. 26.

**PASSED AND APPROVED** this the 10<sup>th</sup> day of December 2019.

**FORT BEND COUNTY, TEXAS**

By: *KP George*  
KP George, County Judge

**ATTEST:**

*Laura Richard*  
Laura Richard, County Clerk



Attachment: Exhibit A – Legal Description of All Parcels within the Reinvestment Zone  
Exhibit B - Map of Reinvestment Zone

**Exhibit A – Legal Description of All Parcels within the Reinvestment Zone**

<b>Property</b>	<b>Legal Description</b>
R42243	0160 GEO DEDRICK, ACRES 192.71
R42234	0160 GEO DEDRICK, ACRES 649.342
R41025	0105 ANTONIE BALLE, ACRES 199.00
R39186	0084 JAS SCOTT, ACRES 1232.717
R42235	0160 GEO DEDRICK, ACRES 47.957
R39982	0091 JESSE VANCE, TRACT 2, ACRES 1.0
R42233	0160 GEO DEDRICK, ACRES 6.96
R280458	0229 H AND TC RY, ACRES 19.248, TRACT 3
R44147	0229 H AND TC RY, ACRES 2.00
R44148	0229 H AND TC RY, ACRES 79.37
R42242	0160 GEO DEDRICK, ACRES 8.252
R276463	0160 GEO DEDRICK, ACRES 10.4116
R49627	0742 JOHN M MOORE, ACRES 1.278
R311464	0742 JOHN M MOORE, ACRES 1.278
R311465	0742 JOHN M MOORE, ACRES 1.278
R49625	0742 JOHN M MOORE, ACRES 31.00
R311467	0742 JOHN M MOORE, ACRES 1.278
R311466	0742 JOHN M MOORE, ACRES 1.278
R147108	0060 S MILLER, ACRES 17.245
R123691	0160 GEO DEDRICK, ACRES 1.0
R180976	0179 GERM IMG CO, ACRES 8.68, ABANDONED RR ROW
R180973	0160 GEO DEDRICK, ACRES 11.72, ABANDONED RR ROW
R146854	0084 JAS SCOTT, ACRES 17.754
R160609	0060 S MILLER, ACRES 41.782
R42237	0160 GEO DEDRICK, ACRES 2.05
R42247	0160 GEO DEDRICK, ACRES 8.56
R392141	0160 GEO DEDRICK, TRACT 2, ACRES 8.7505
R33297	0033 R HODGE, ACRES 102.12
R33306	0033 R HODGE, ACRES 195.02
R311365	0033 R HODGE, TRACT C (PT), ACRES 18.0942, (SE 1/2 of a 32.82 ac tract)
R42740	0179 GERM IMG CO, ACRES 565.21
R45897	0319 W M SIMPSON, ACRES 640.00
R42739	0178 GERM IMG CO, ACRES 260.27
R254115	0160 GEO DEDRICK, ACRES 1.00
R42238	0160 GEO DEDRICK, ACRES 49.07
R242630	0160 GEO DEDRICK, ACRES 31.658
R49628	0742 JOHN M MOORE, ACRES 6.64

R42738	0178 GERM IMG CO, ACRES 52.23
R180966	0160 GEO DEDRICK, ACRES 10.58, ABANDONED RR ROW
R330775	0033 R Hodge, TRACT C (PT), ACRES 1.5
R311363	0033 R Hodge, TRACT C (PT), ACRES 13.2258, (NW 1/2 of a 32.82 ac tract)
R254109	0033 R HODGE, TRACT B (PT), ACRES 1.00
R242965	0033 R HODGE, TRACT B (PT), ACRES 31.82
R118650	0060 S MILLER, ACRES 1.75
R49683	0748 J R FARMER, ACRES 68.14
R160608	0084 JAS SCOTT, ACRES 111.549
R126306	0084 JAS SCOTT, ACRES 1.50
R180967	0160 GEO DEDRICK, ACRES 4.87, ABANDONED RR ROW
R33324	0033 R HODGE, ACRES 514.0
R166741	0160 GEO DEDRICK, ACRES .93, (150 X 270)
R180974	0178 GERM IMG CO, ACRES 7.55, ABANDONED RR ROW
R157740	0229 H AND TC RY, ACRES 2, 49 H&TC
R42245	0160 GEO DEDRICK, ACRES 2.0
R42241	0160 GEO DEDRICK, ACRES 2.05
R45327	0278 JOEL LEE, ACRES 540
R36054	0060 S MILLER, ACRES 47.034
R33290	0033 R HODGE, ACRES 98.563, (PT IN A-60 S MILLER)
R42232	0160 GEO DEDRICK, ACRES 914.53
R42742	0179 GERM IMG CO, ACRES 67.12, (S SANTA FE RR)
R33315	0033 R HODGE, ACRES 32.82
R48921	0615 G M COLLINGSWORTH, ACRES 1.00
R48920	0615 G M COLLINGSWORTH, ACRES 150.50
R42279	0160 GEO DEDRICK, ACRES 50
R42249	0160 GEO DEDRICK, TRACT 3 (Pt), ACRES 1, (Pt of a 10.057 ac tract)
R391569	0160 GEO DEDRICK, ACRES 1
R392140	0160 GEO DEDRICK, TRACT 1, ACRES 10.057
R42248	0160 GEO DEDRICK, TRACT 3 (Pt), ACRES 9.057, (Pt of a 10.057 ac tract)
R393960	0160 GEO DEDRICK, ACRES 30.7814
R42240	0160 GEO DEDRICK, ACRES 55.3715
R42244	0160 GEO DEDRICK, ACRES 44.7086
R395491	0160 GEO DEDRICK, ACRES 17.5169
R405030	0160 GEO DEDRICK, ACRES 4.62
R454925	0160 GEO DEDRICK, TRACT 2 (Pt), ACRES 1.3065
R33300	0033 R HODGE, ACRES 4.98

Exhibit B – Map

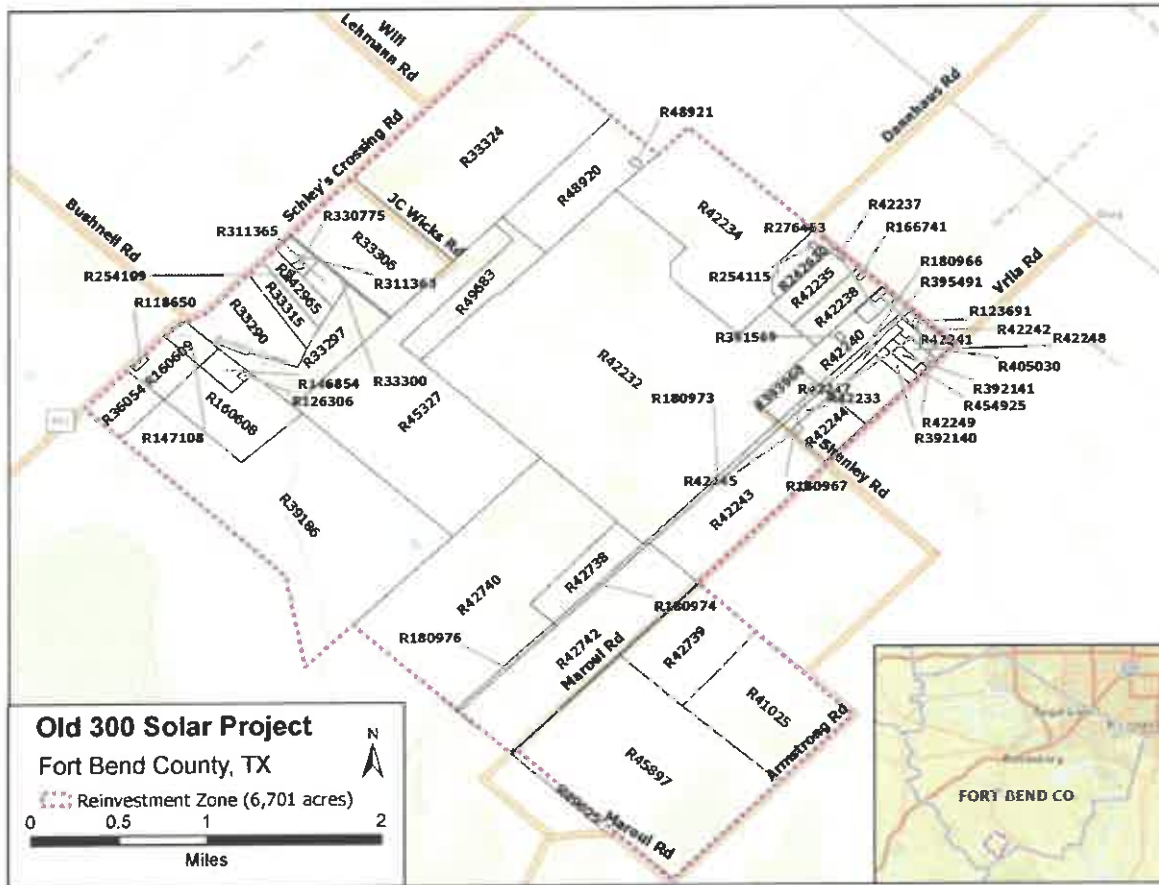


EXHIBIT TWO:

Copy of Owner's Application for Tax Abatement





## Fort Bend County & Fort Bend County Drainage District Tax Abatement Joint Application

Fort Bend County and Fort Bend County Drainage District are separate taxing entities under Texas Law, and each are eligible to enter into Tax Abatement Agreements under **Tax Code Chapter 312**. The Commissioners Court is the governing body of each entity, therefore Application for Tax Abatement for both entities is allowed by submission of a Single Joint Application.

1. Applicant's Business Name and Structure (LLC, LP, Corporation, etc.) that will be operating in Fort Bend County:  
Old 300 Storage Center, LLC

2. Name of any Parent Company, Controlling Affiliate or if applicant company is a Subsidiary of another entity that would be responsible for performance of any proposed tax abatement agreement:

Orsted North America, Inc

3. Please provide a brief history and description of the company:

Orsted is a Danish company that entered into the US Market in 2018 upon its acquisition of Lincoln Clean Energy.

4. Contact Person and Info for Abatement Process:

Name: Moseah Foster

Title: Manager, Project Development

Direct Phone Number: 469-875-6171

Email Address: mosfo@orsted.com

Mailing Address: 812 San Antonio Street,  
Austin, Texas 78701

Website: <https://us.orsted.com>

5. Company officer name who would execute any potential tax abatement agreement:

Name: Philippe Pontbriand  
Title: Senior Director, Development  
Entity Name: Orsted Onshore North America, LLC  
Phone: 857-291-6606  
Email: PHPON@Orsted.com  
Address: 812 San Antonio Street,  
STE 500  
City: Austin State: Texas  
Zip: 78701  
Website: <https://us.orsted.com/about-us>

6. Headquarters Location (where the company's officers direct, control and coordinate the entity's activities)

City: Boston State: MA

7. State of registration or incorporation:

Delaware

8. Does the company currently have operations elsewhere in the State of Texas? If so, please state the name of communities.

Old 300 Storage Center, LLC does not have operations elsewhere in the State of Texas, however Orsted has operational assets in Fort Bend County (Old 300 Solar Center, LLC), Travis County (Texas headquarters), Scurry County, Bee County, Wilbarger County, Garza County, Lynn County, Haskell County.

## **PROJECT DETAILS:**

1. List other communities (outside of Fort Bend County) that are being considered for the project. If no communities outside of Fort Bend County are being considered, please describe how without an incentive the project would not occur or would be otherwise substantially altered:

The applicant is a national solar, wind, and BESS developer with the ability to locate projects of this type in other states within the United States and other regions within Texas with favorable solar characteristics. The Applicant is actively assessing and developing other projects outside of Texas that are competing for limited investment funds. In addition to its projects in Texas, the developer is assessing or developing projects in California, Nevada, Colorado, Texas, Nebraska,

Illinois, Mississippi, Michigan, Missouri, Indiana, Florida, New York, Maryland, and Virginia. The County 312 Agreement is critical to the ability of the Project to move forward in Fort Bend County.

Without the available tax incentives, the economics of the Project become far less attractive. The Applicant for this project is competing against other developers who have been offered or are in the process of applying for County Tax Abatement Agreements. Obtaining the tax abatement agreement is critical to the economic and competitive viability of this Project. Without the County Tax Abatement Agreement, the Applicant would likely terminate the Project, including the aforementioned contracts, leases, and limited improvements, in order to reallocate resources in areas with more favorable economics.

2. Indicate any incentives sought or received from other Fort Bend County taxing entities in connection with this project.

No other incentives are being explored.

3. Describe the project, including size and scope of Improvements and Real Property to be undertaken, the facility's use, and the product or service to be produced.

The Old 300 Storage project is a 250 MW, 2 hr standalone battery energy storage system currently under development by Orsted.

4. Classification and NASIC CODE I.E. (Aviation/Aerospace & Advanced Manufacturing, Bioscience/Healthcare, Information Technology and Cyber-Security, Corporate and Regional Headquarters, Creative Industries, Environmental/Clean/Green Technology, Finance, Logistics and Distribution, Manufacturing):  
"Storage battery manufacturing" code number 335911

5. Physical address of Proposed Project:

City: 102 JC Wicks rd, Needville TX

77461

County Precinct: Precinct 2.

City Council District: Needville, TX

School District: Needville ISD

Land Size of Project: 16 acres

6. Proposed Cost of New Improvement: \$166,057,355
7. Proposed Cost of New Fixed Equipment and Machinery: \$0
8. Cost of other Personal Property excluding Inventory: \$0
9. Proposed Cost of Initial Inventory:

\$0

10. Estimated Time Schedule of Investment including proposed start of construction date and completion of construction date for each phase. (In the case of modernizations, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application.)

Proposed start of construction in January 2025, proposed completion in March 2026.

11. Does/will the applicant own or lease the project's proposed Real Property Improvements?



\$ N/A

16. Average Annual Salary of Retained Jobs at Proposed New Site:

\$ 80,000/year

17. Does the company offer health care benefits?

Yes  No

18. Is the company delinquent in the payment of ad valorem taxes to any taxing unit located in Fort Bend County?

Yes  No

If yes, explain: [Click or tap here to enter text.](#)

19. Has the applying company or any of its affiliates been cited, currently under investigation, or have litigation pending for any violations of federal, state, county and/or municipal laws, codes, or ordinances?

Yes  No

If yes, indicate the nature/status of the violation(s):

N/A

20. Has the company previously received an incentive from the County?  Yes  No

Where is the property located:

If yes, indicate the time period (MM/YY):

If yes, explain:

If yes, is/was the company in compliance with all terms and conditions:

Yes  No

21. Is any interest in this project presently held by an elected, appointed or employed member of any taxing entity?

X Yes  No Judge

Moore

22. Is any interest in this project presently held by a member of the Fort Bend County Commissioners Court or other County official or employee?

Yes  X No

If yes, explain:

Click or tap here to enter text.

23. Describe any goodwill benefits and involvement that the applicant has previously provided and/or is committed to providing in the future to the Fort Bend County community.  
The parent company, Orsted, donated \$50,000 to Child Advocates of Fort Bend in 2021, and donated \$50,000 to Needville Food Pantry via the Needville Minister Alliance of Immanuel Church in 2021.
24. Provide an assessment of the project's environmental impact, and any remediation and/or compliance plan associated with the project, which would have the effect of minimizing the negative impact of the project on the environment.

The project is expected to have minimal environmental impacts due to its very small footprint of approximately fewer than 10 acres and minimal environmental impacts of the BESS technology. The project is located on a previously-disturbed site that features a solar energy production facility and existing electrical substation. Wetland delineations have been performed on-site and the project infrastructure avoids all wetlands. The project will implement Texas Parks and Wildlife Department and U.S. Fish and Wildlife Service-recommended best management practices to avoid and minimize impacts to wildlife and the environment. Finally, the project will implement a Spill Prevention, Control, and Countermeasure Plan (SPCC) as required under the federal Clean Water Act and a Stormwater Pollution Prevention Plan (SWPPP) as required under the Texas Pollutant Discharge Elimination System (TPDES) Stormwater General Permit for Construction Activities that will be obtained prior to construction.

### **ATTACHMENTS:**

- A. A map and legal description (metes and bounds) of the facility site.
- B. CAD data or a shape file with the boundaries of the proposed facility site, and if the Reinvestment Zone and facility site are not the same, then also include CAD data or a shape file with the boundaries of the proposed Reinvestment Zone.
- C. Any financial information the applicant deems appropriate for evaluating the financial capacity and other factors of the Applicant.
- D. Any additional information the Applicant deems helpful to the evaluation of the application.

This project would fall in Reinvestment Zone No. 26, created in 2019.

**Note: FBC reserves the right to request additional financial and other information appropriate for evaluating the financial capacity and other non-financial factors.**

**Companies must submit a non-refundable application fee of \$1,000.00 with their application, made payable to Fort Bend County. Projects that require an assignment or amendment are also required to pay the same application fee in accordance with the adopted *Tax Abatement Guidelines*.**

**CERTIFICATION:**

I understand and certify that I have read the County of Fort Bend 's and County of Fort Bend Drainage District's current *Tax Abatement Guidelines*. I am familiar with the provisions contained therein, and that the information provided in this application may become a part of an incentive agreement with the County of Fort Bend. I also certify that I am authorized to sign this application, that the information provided herein is true and correct, and that knowingly providing false information will result in voiding the application and termination of any incentive agreement.

Signature: *Philippe Pontbriand*

Date: 07.18.2024

Printed Name: Philippe Pontbriand

Title: Senior Director of Development

Company Name: Orsted Onshore North America, LLC

Mailing Address: 812 San Antonio Street, Suite 500

City: Austin

State: Texas

Zip: 78701

Telephone: 857-291-6606 Mobile:  
857-291-6606

E-mail address: PHPON@Orsted.com

**Applications shall be returned as follows:**

812 San Antonio Street, Suite 500  
Austin, Texas, 78701

**Return Original Executed Application to:**

**Fort Bend County Economic Opportunity & Development**

**Attn: Director of Economic Opportunity & Development**

**Address: 245 Commerce Green Blvd. Suite 125, Sugar Land, TX 77469 Telephone:  
346-481-6911**



EXHIBIT THREE: ANNUAL  
COMPLIANCE CERTIFICATE

# **FORT BEND COUNTY TAX ABATEMENT ANNUAL COMPLIANCE CERTIFICATE**

**Due by September 1 of current tax year**

**Current Tax Year** \_\_\_\_\_

**This certification is being made on behalf of the OWNER / LESSEE (circle one)  
Each must prepare a separate report**

Per the terms of the tax abatement agreement between Fort Bend County, Fort Bend County Drainage District and

Owner \_\_\_\_\_ and

Lessee (if applicable) \_\_\_\_\_

dated \_\_\_\_\_ we are in compliance with the following terms of the agreement:

1. Construction of the improvements was completed on: \_\_\_\_\_
2. Certified statement regarding project costs was provided to the Fort Bend County Economic Opportunity & Development office on: \_\_\_\_\_ (date)
3. Certificate of Occupancy was provided to the Fort Bend County Economic Opportunity & Development on: \_\_\_\_\_ (date)
4. Certified appraised value of the improvements as of January 1 \_\_\_\_\_ (current tax year) was \$ \_\_\_\_\_ which meets the required minimum value requirement of \$ \_\_\_\_\_. (If included in abatement agreement)
5. Certified appraised value of the eligible property (if included in abatement agreement) as of January 1 \_\_\_\_\_ (current tax year) was \$ \_\_\_\_\_ which meets the required minimum value requirement of \$ \_\_\_\_\_.
6. Are the property tax payments current and in compliance with the required obligations?
7. Total number of employees employed at the improvement for current tax year (if applicable) is \_\_\_\_\_ which meets the required minimum value requirement of \_\_\_\_\_. (Please provide supporting documentation (i.e., payroll record, TWC quarterly report, etc.)

8. Owner / lessee (circle one) filed the annual Application(s) for Property Tax Abatement Exemption (Form 50-116) with Fort Bend Central Appraisal District on \_\_\_\_\_ (date).
9. If there are additional requirements under the specific abatement agreement(s) by and between Fort Bend County, Fort Bend County Drainage District, Owner / Lessee noted above, please list requirement(s) and certify compliance here:

---



---



---



---



---

At this time, Owner/Lessee (circle one) wishes to designate a different mailing address for notices under the terms of this abatement agreement.

NEW NOTIFICATION ADDRESS:

To Owner / Lessee:  
(circle one)

---



---



---



---

Please indicate the basis for your authority to represent the property owner in filing this certificate:

\_\_\_\_\_ Officer of the company \_\_\_\_\_ General Partner of the company

\_\_\_\_\_ Attorney for property owner

\_\_\_\_\_ Agent for tax matters appointed under Tax Code Section 1.111 (copy of completed Form 50-162 filed with Fort Bend Central Appraisal District)

I \_\_\_\_\_, swear or affirm the following:  
(print name)

- To the best of Company's knowledge and belief, each fact contained in this certificate is true and correct, and that Company is in compliance with the terms of the Agreement.

- Company understands that this Certificate is being relied upon by the County in connection with the tax abatement provided for in the Agreement.
- Company understands the consequences for noncompliance with the abatement agreement.
- The undersigned signatory has the legal and express authority to sign this Certificate on behalf of Company.

Signature of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

SWORN TO and SUBSCRIBED before me on this the \_\_\_\_\_ day

of \_\_\_\_\_ A.D. \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_