

DEVELOPER REIMBURSEMENT AGREEMENT
Battery Energy Storage System (BESS) Project

WHEREAS, Red Egret LLC, a Delaware limited liability company (the "BESS Developer"), has presented to the City of Texas City, Texas (the "City"), details of a proposed battery energy storage system (BESS) project to be owned by the BESS Developer or an affiliate within the corporate limits of the City, located approximately three-quarters of a mile southeast from the intersection of North Humble Camp Rd. and Attwater Ave. and referred to generally as Red Egret BESS (the "Project"); and

WHEREAS, the approval and permitting for the Project requires the submittal of numerous plans and documents which may require specialized technical review and or analysis by qualified subject matter experts, including without limitation site visits and inspections, and

WHEREAS, the City wishes to perform due diligence and obtain consulting and legal services to evaluate the proposed development and the submittals for the approval and permitting of the Project; and

WHEREAS, the Developer has agreed to reimburse the cost to the City of the consulting and legal services necessary to review and evaluate the Project, including specialize technical review and/or analysis of required submittals and the preparation and review of agreements between the City and the BESS Developer regarding the development of the Project; and

NOW THEREFORE, consistent with the request of the City, the undersigned declare their interest in pursuing the proposed development, and stipulate and agree as follows:

1. To aid in review and evaluation of the proposed development, the City may engage the services of qualified technical consultants and legal counsel.
2. The BESS Developer agrees to reimburse the City all costs of the City's qualified technical consultants and legal counsel. This commitment shall initially be \$5,000.00 and shall increase as warranted as the Project progresses. Any further amount of reimbursement shall only be by express consent of the BESS Developer, which shall not unreasonably be withheld.
3. The City acknowledges an initial deposit of \$5,000 from the BESS Developer received as of the Effective Date of this agreement. The City shall credit that amount to satisfy the obligation of the BESS Developer as stated in section 2, above. The City agrees to deposit said amount into the Red Egret BESS Project Development Fund. If,

for any reason, BESS Developer does not complete the approval and permitting process and/or withdraws its application before the issuance of a building permit, the balance of any unexpended funds shall be refunded to the BESS Developer within 30 days upon written request.

4. The BESS Developer shall be entitled to review the invoices from consultants and legal counsel, upon request, to verify that the funds were expended in a manner consistent with this agreement.

5. The BESS Developer agrees to cooperate with all reasonable requests of the City and its consultants and legal counsel, in connection with the Project. The City shall, to the extent permitted by law, maintain confidentiality with respect to the proprietary information obtained for this purpose.

6. This agreement shall not serve as any formal approval or consent to the approval or permitting of the Project, nor can the City make any guarantees to the BESS Developer that said Project will be given approval in the future. The BESS Developer acknowledges that it must obtain separate approval of the Project from the City Commission and this agreement shall not serve as any approval, consent, waiver, or as the basis for any estoppel.

7. The BESS Developer agrees to indemnify, defend, and hold the City harmless for liability for any acts or omissions of the BESS Developer, its agents or employees, done pursuant to this agreement.

8. Notices shall be sent to the following addresses:

City: Mayor Dedrick D. Johnson, Sr.
P.O. Drawer 2608
Texas City, Texas 77552-2608
(409) 643-5902
(409) 949-3090 fax

Developer: Attn: Nick Coil / Amber Zuhlke
2916 N. Miami Ave, Suite 830
Miami, FL 33127

9. By execution of this agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this agreement. This agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

10. The phrases, clauses, sentences, paragraphs or sections of this agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this agreement.

11. Venue for any dispute arising out of this Agreement shall lie in Galveston County, Texas.

12. This agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this agreement. No modification of, or waiver of any right under, this agreement will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this agreement.

13. The party signing this agreement on behalf of the BESS Developer represents to the City that this agreement and the transactions contemplated in this agreement and the execution and delivery of this agreement have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions, including, but not limited to, actions on the part of the directors, officers, and agents of Spearmint Renewable Development Company, LLC

14. This agreement shall not be assignable by the BESS Developer, except upon prior written consent by the City, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, BESS Developer may, by providing written notice to the City, assign this Agreement to an affiliate of Developer in connection with the acquisition of the Property.

15. This agreement is effective as of this ___ day of _____ 202__ (the "Effective Date").

CITY OF TEXAS CITY:

Dedrick D. Johnson, Sr.
Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

Kyle Dickson
City Attorney

RED EGRET LLC:

By: 
Andrew Waranch (Sep 8, 2025 11:40:24 PDT)

Name: Andrew Waranch

Title: Manager