

Confidentiality Agreement

This Confidentiality Agreement ("**Agreement**") is made this 8th day of March, 2025 (the "**Effective Date**"), by and between Felix 3, LLC ("**Felix 3**"), located at 2180 South 1300 East Suite 600, Salt Lake City, UT 84106, and Wilbarger County ("**Company**"), located at 1700 Wilbarger St.. in Vernon, TX 76384, which are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**";

WHEREAS, the Parties desire to explore potential business opportunities and possible transactions regarding one or more certain renewable energy projects (collectively, the "**Potential Transaction**"); and

WHEREAS, in the course of exploring the Potential Transaction it may be desirable for a Party (each individually, a "**Disclosing Party**") to release certain information that the Disclosing Party considers to be proprietary and/or confidential information to the other Party (each individually, a "**Receiving Party**");

NOW THEREFORE, in consideration of the mutual promises made in this Agreement, the sufficiency of which are acknowledged, and with the intent to be legally bound, the Parties agree as follows:

1. Confidential Information. "**Confidential Information**" shall include, but is not limited to, all information, whether or not designated as being confidential, and regardless of the form in which it exists or is communicated, that a Disclosing Party or its Representatives (as defined below) provides to Receiving Party in connection with the Potential Transaction, and includes information that is based on, contains, or reflects any such Confidential Information. Confidential Information includes, but is not limited to, all aspects of energy projects under development by Disclosing Party and its respective wholly or partially owned Affiliates or partners, ideas, concepts, trade secrets, technical know-how, product specifications, plans, maps, wind or solar resource data, transmission analysis data, processes, procedures, techniques, methods, designs, landowner, customer, employee, investor and vendor information, prospect information, financial data of Disclosing Party and any other information that Disclosing Party considers and treats as confidential, and all memoranda, summaries, notes, analyses, compilations, studies or other documents prepared by Receiving Party which contain or reflect such information. The contents of this Agreement, as well as discussions or negotiations related to the Potential Transaction shall constitute Confidential Information. Confidential Information shall not include any of the following:
 - a. Information that is or becomes publicly available other than through a violation of this Agreement by the Receiving Party or its Representatives;
 - b. Information that is or becomes available to the Receiving Party from a source that to the best knowledge (including a duty of reasonable inquiry) of Receiving Party is not under a legal, contractual or fiduciary obligation to the Disclosing Party to keep such information confidential;

- c. Information that the Receiving Party legally had in its possession or was known to the Receiving Party before Disclosing Party provided it, as evidenced by written records; or
 - d. Information that the Receiving Party or its Representatives developed, independently of the Disclosing Party without reliance on the Confidential Information.
2. Nondisclosure and Use of Confidential Information. The Receiving Party acknowledges that the Disclosing Party claims its Confidential Information as a special, valuable and unique asset. A Receiving Party shall not use Confidential Information for any purpose other than in evaluating the Potential Transaction. A Receiving Party shall maintain the Confidential Information in strict confidence and shall not disclose it in any manner whatsoever to a third party without the prior written consent of the Disclosing Party, except pursuant to Section 3 below and except to those Affiliates, directors, officers, employees, members, shareholders, attorneys, partners and their consultants, consultants, sources of financing or potential sources of financing and advisors (collectively, “**Representatives**”) of the Receiving Party and of the Receiving Party’s Affiliates with a need to know the Confidential Information in connection with the Potential Transaction. A Receiving Party shall require all such Representatives receiving the Confidential Information to comply with this paragraph. A Receiving Party shall be responsible to the Disclosing Party for any breach of this paragraph by its Representatives. A Receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Receiving Party uses for its own confidential information of a like nature that it does not desire to have published or disseminated. The term “**Affiliate**” means any other party that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Party specified. For the avoidance of doubt, The AES Corporation, a Delaware corporation, and each of its direct and indirect subsidiaries and Affiliates are Affiliates of Felix 3. Disclosing Party shall only disclose Confidential Information to Receiving Party that it has the right to disclose.
3. Compelled Disclosure. If a Receiving Party is required by law or regulation or a government body with jurisdiction over the Receiving Party, or through a legal process to which the Receiving Party is subject, to disclose any Confidential Information to a third party, the Receiving Party shall, to the extent practicable and legally permissible, promptly notify the Disclosing Party of such request or requirement so that the Disclosing Party may seek to prevent the disclosure. The Receiving Party shall also, to the extent legally permissible and at the Disclosing Party’s expense, cooperate in contesting such a disclosure. A Receiving Party that is legally compelled to make a disclosure shall disclose only that portion of the Confidential Information that it is legally required to disclose and only to those persons or entities to which it is legally required to make the disclosure.
4. Return or Destruction of Confidential Information. All Confidential Information furnished under this Agreement shall remain the property of the Disclosing Party. Promptly upon receipt of a written request from a Disclosing Party, a Receiving Party will, at Receiving Party’s option, either destroy all Confidential Information together with any copies in its

control or return them to the Disclosing Party; provided, however, that the Receiving Party and its Representatives may retain any Confidential Information that they are required to retain pursuant to their respective (a) record-keeping requirements mandated by applicable law or regulation, or (b) internal record maintenance policies and controls, so long as Receiving Party and its Representatives continue to preserve the confidentiality of the Confidential Information so retained. Upon request of Disclosing Party, destruction of Confidential Information shall be certified in writing to the Disclosing Party by an authorized officer of the Receiving Party.

5. No Other Agreement. Nothing in this Agreement requires a Disclosing Party to provide any Confidential Information to a Receiving Party. Nothing in this Agreement obligates the Parties to consummate the Potential Transaction or enter into any other agreement. Confidential Information provided by Disclosing Party does not, and is not intended to represent a commitment by either Party to enter any business relationship with the other Party or with any third party. If the Parties desire to pursue business opportunities, the Parties will execute a separate written agreement to govern such business relationship. Each Party reserves the right, in its sole and absolute discretion, to reject any or all proposals, to decline to furnish further Confidential Information, and to terminate discussions at any time without liability to the other party. The exercise of this right shall not relieve a party of its duties under this Agreement with respect to Confidential Information disclosed before the termination of discussions under this Section 5, which duties shall survive until the end of the Term (as defined below) of this Agreement.
6. No License. A disclosure of Confidential Information under this Agreement does not constitute any representation, warranty, assurance, guaranty, or inducement with respect to infringement of patent or other rights of others. Nothing in this Agreement grants or confers rights by license or otherwise in any intellectual property of a Disclosing Party, including but not limited to the Disclosing Party's trademarks, trade secrets, trade names, trade dress, logos, copyrights or patents. A Receiving Party shall not use, display or reproduce Disclosing Party's trademarks, trade names, trade dress or logos in any fashion without the express written consent of the Disclosing Party.
7. Independent Development. The Parties understand and acknowledge that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that maybe similar to the Disclosing Party's information. Accordingly, nothing in this Agreement will be construed as a representation or inference that the Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by the Disclosing Party's Confidential Information.
8. Compliance with Securities Laws. Company acknowledges that it is aware that (i) the Confidential Information being furnished to it contains material, non-public information regarding Felix 3 and its Affiliates and (ii) the United States and Canadian securities laws prohibit any persons who have material, non-public information concerning the matters which are the subject of this Agreement, from purchasing or selling securities of a company using such information or from communicating such information to any person (including its Affiliates) under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in reliance upon such information. Company

further confirms that it has in place internal information protection mechanisms to prevent unauthorized use of the Confidential Information.

9. Amendment. Any modification to this Agreement must be in writing signed by both Parties.
10. No Assignment. A Party shall not assign this Agreement, except with prior written consent of the other Party and any attempt to make an unauthorized assignment is null and void ab initio.
11. Representations and Warranties. A Disclosing Party makes no representation or warranty as to the accuracy or completeness of any Confidential Information. Neither a Disclosing Party, nor any of its Representatives has any liability for any use of the Confidential Information by a Receiving Party or its Representatives.
12. Waiver. The failure of any Party to require performance by another Party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. No waiver of any provision of this Agreement constitutes a waiver of any other provision and no such waiver is binding unless executed in writing by both Parties.
13. Equitable Relief. The Parties acknowledge that their breach of this Agreement may result in immediate and irreparable harm to the disclosing party, for which there may be no adequate remedy at law, and the Disclosing Party shall be entitled without posting security to seek equitable relief to compel the Receiving Party to cease and desist all unauthorized use and disclosure of the Disclosing Party's Confidential Information.
14. Damages. Notwithstanding anything herein to the contrary, no Party shall be liable to the other Party for any incidental, special, consequential, punitive or multiple damages.
15. Attorneys' Fees. If a legal action or other proceeding is brought by a party hereto for enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable and documented attorneys' fees, costs, and expenses incurred in addition to any other relief to which that party may be entitled.
16. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws provisions.
17. Notice. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid, or upon the facsimile transmission, to the Party entitled to such notice at the address set forth above.
18. Term. This Agreement is effective for a term of two (2) years from the Effective Date (the "Term"). The Agreement automatically terminates at the end of this Term.
19. Severability. Should any provision of this Agreement be found unenforceable, the remainder shall still be in effect.
20. Entire Agreement. This Agreement embodies the entire understanding between the Parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter of this Agreement.
21. Counterparts. This Agreement may be signed in counterparts, each of which suffices as an original, and all of which together constitute one and the same agreement.
22. Construction of Agreement. The Parties and their respective attorneys have negotiated this Agreement, and the language of this Agreement shall not be construed for or against either Party.

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute and deliver this Agreement.

Company

Signature _____

Name: _____

Title: _____

Felix 3, LLC

Signature 

Name: Heston Klenk

Title: Director

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute and deliver this Agreement.

Company

Signature Greg Tyn
Name: Greg Tyn
Title: Wilbarger County Judge

Felix 3, LLC

Signature _____
Name: _____
Title: _____