

**AMENDMENT TO TAX ABATEMENT AGREEMENT Between POLK
COUNTY, TEXAS and LONE SPUR SOLAR ENERGY LLC**

THIS AMENDMENT TO TAX ABATEMENT AGREEMENT (this “*Amendment*”) dated effective as of February 13, 2024 (the “*Amendment Effective Date*”) is by and between POLK COUNTY, TEXAS (the “*County*”) duly acting herein by and through its County Judge, and LONE SPUR SOLAR ENERGY LLC (together with its successors and assigns, “*Owner*”). Company and Contractor may be referred to herein collectively as “*Parties*” and individually as a “*Party*.”

WHEREAS, the County and Owner are Parties to that certain Tax Abatement Agreement dated September 28, 2021 (the “*Agreement*”);

WHEREAS, the Parties now desire to amend the terms of the Agreement pursuant to terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment.**

1.2 TIMING OF IMPROVEMENTS: Owner projects that the Improvements will be substantially completed by December 31, 2025. If Owner has not substantially completed construction of the Improvements by December 31, 2025, this Agreement shall terminate and no abatement will be granted and neither party shall owe any obligation to the other hereunder; provided however (i) that pursuant to Section 9.7 hereof, the December 31, 2025 deadline shall, upon notification by Lone Spur Solar Energy LLC, and documentation of the nature of the delay, be extended an extension of the December 31, 2025 deadline by the number of days during which an event of Force Majeure occurs after the effective date of this Agreement; and in addition (ii) that Owner may, in writing, request a one-time, one-year extension of such December 31, 2025 deadline (or as such deadline may have been extended by an event of Force Majeure) in the event of permitting delays, equipment shortages, construction delays or other events or circumstances impacting construction that are beyond its reasonable control. The County shall not unreasonably withhold, condition or delay its consent to any such extension. For purposes hereof, the term “substantially completed construction of the Improvements” means that at least 75 MW Capacity (defined below) of the Improvements must be installed and capable of producing electricity.

As consideration of this anticipated extension to December 31, 2025, and in lieu of the anticipated PILOT payment of \$794.00 per MW of the installed capacity of the project, Owner will pay to the County the sum of Twenty-Five Thousand Dollars and No/100th (\$25,000.00), upon the execution of this Amendment.

If the construction completion date is extended to December 31, 2026, pursuant to the paragraph above, the Owner may, in writing, request a one-time, one-year extension of such deadline to December 31, 2027. The County shall not unreasonably withhold, condition or delay its consent to any such extension. If the extension is granted by the County, as consideration for the extension and in lieu of the anticipated Annual PILOT payment of \$794.00 per MW of the installed capacity of the project, Owner will pay to the County the sum of Fifty Thousand Dollars and No/100th (\$50,000.00), on or before December 31, 2026.

If the construction completion date is extended to December 31, 2027, pursuant to the paragraph above, the Owner may, in writing, request a one-time, one-year extension of such deadline to December 31, 2028. The County shall not unreasonably withhold, condition or delay its consent to any such extension. If the extension is granted by the County, the Annual PILOT payment will be increased by Ten Percent (10%), from \$794.00 to \$862.00, with commencement of PILOT payments to begin January 1, 2029 (with the first Annual PILOT being due and payable on December 1, 2029).

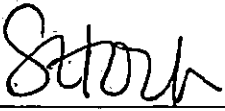
2. Miscellaneous.

- a. Definitions. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Agreement.
- b. Full Force and Effect. Except as specifically provided in this Amendment, the Agreement shall remain unchanged and in full force and effect.
- c. Conflicts. This Amendment and the Agreement shall be deemed one instrument and in the event of a conflict between this Amendment and the Agreement, the terms and provisions of this Amendment shall control only with respect to the issue in conflict.
- d. Binding Effect. This Amendment is binding upon and inures to the benefit of the Parties and their respective heirs, successors and assigns.
- e. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Signature page follows]

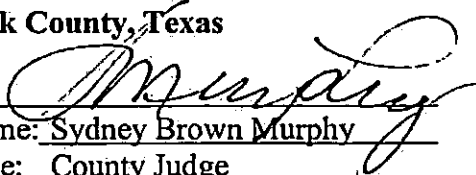
IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date referenced above.

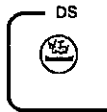
ATTEST:



Schelana Hock, County Clerk

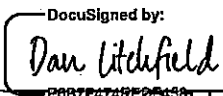
COUNTY:

Polk County, Texas
By: 
Name: Sydney Brown Murphy
Title: County Judge



OWNER:

Lone Spur Solar Energy LLC, a Delaware limited liability company

DocuSigned by:

By: _____
Name: Dan Litchfield
Title: Authorized Representative