

The Honorable Shane Brassell
Hill County Judge
PO Box 457
Hillsboro, Texas 76645

Re: Request for Approval — First Amendment to Tax Abatement Agreement — Hill County, Texas and Gransolar Texas Eleven LLC

Dear Judge Brassell:

On behalf of Gransolar Texas Eleven LLC, a Delaware limited liability company (the “Owner”), we respectfully request that the Hill County Commissioners Court consider and approve the First Amendment to the Tax Abatement Agreement (the “Amendment”) between Hill County, Texas (the “County”) and the Owner.

The original Tax Abatement Agreement was executed on January 23, 2024 and pertains to the construction and operation of a maximum 135.12-megawatt AC battery energy storage system/facility located within the County Reinvestment Zone No. 014.

Background and Purpose of Requested Amendment

The Owner has experienced construction delays that prevent it from meeting the original Commercial Operations deadline of End of Third Quarter 2026. Accordingly, the Owner respectfully requests a two-year extension of the Commercial Operations deadline. The County has preliminarily determined that this extension is in its best interests and is consistent with the Hill County Tax Abatement Guidelines and Criteria.

This is the only change being requested. All other terms, covenants, and provisions of the original January 23, 2024 Agreement would remain in full force and effect without modification.

Proposed Change: Commercial Operations Deadline

The Amendment proposes the following modifications to the Agreement:

- **Target COD:** Extended from ~~End of the Third Quarter 2026~~ to **End of the Third Quarter 2028**
- **Cancellation Deadline:** Extended from ~~January 31, 2027~~ to **January 31, 2029**

The County’s sole remedy if the new End of Third Quarter 2028 deadline is not met remains cancellation of the Agreement. No other penalties or obligations are introduced by this Amendment.

We appreciate the Court’s consideration of this request. If you have any questions or require additional information, please do not hesitate to contact me at (469) 298-1594 or mfry@keatax.com.

Respectfully submitted,



Mike Fry
Senior Director, K.E. Andrews

**FIRST AMENDMENT TO
TAX ABATEMENT AGREEMENT
BETWEEN
HILL COUNTY, TEXAS
AND
GRANSOLAR TEXAS ELEVEN, LLC**

This First Amendment to Tax Abatement Agreement (this "**Amendment**") is entered into by and between **Hill County, Texas** (the "County"), acting through its duly elected officers, and **Gransolar Texas Eleven, LLC**, a Delaware limited liability company (the "Owner"), effective as of the date last signed below (the "Amendment Effective Date").

RECITALS

WHEREAS, the County and Owner entered into that certain Tax Abatement Agreement dated January 23, 2024 (the "**Agreement**"), concerning the development, construction, and operation of a maximum 135.12-megawatt ac battery energy storage system/facility within County Reinvestment Zone No. 014; and

WHEREAS, Section 7 of the Agreement requires that Owner complete the Project by the End of the Third Quarter, 2026; and

WHEREAS, Section 12(b) of the Agreement requires that the Additions and Improvements requiring at least the Projected Capital Investment be completed by Third Quarter, 2026 (or as extended); and

WHEREAS, Owner has requested, and the County has agreed, to extend the Projected Completion Date by two (2) years to the End of the Third Quarter, 2028, and to make corresponding adjustments to related deadlines and provisions; and

WHEREAS, the County finds that the extension is in the best interests of the County and consistent with the purposes of the Agreement and the Hill County Tax Abatement Guidelines and Criteria; and

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

AGREEMENT

1. Defined Terms. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Agreement.

2. Amendment to Section 7 – Projected Completion Date.

Section 7 of the Agreement is hereby amended by deleting the phrase "**End of the Third Quarter, 2026**" wherever it appears and substituting in its place "**End of the Third Quarter, 2028**". As amended, Section 7 shall read in its entirety as follows:

“Owner shall complete the Project by the End of the Third Quarter, **2028**, delays for Force Majeure excepted. One 6-month extension will be granted upon request. The Commissioners Court, by majority vote, can, in its sole discretion, extend the Completion Date further for good cause. If the Project is not completed within the Completion Date (or extended Completion Date if applicable), the County may terminate this Agreement.”

3. Amendment to Section 12(b) – Owner’s Obligations.

Section 12(b) of the Agreement is hereby amended by deleting "**Third Quarter, 2026**" and substituting "**Third Quarter, 2028**". As amended, Section 12(b) shall read in its entirety as follows:

“Install and construct the Additions and Improvements requiring at least the Projected Capital Investment to be completed by Third Quarter, **2028** (or as extended).”

4. No Other Modifications. Except as expressly modified by this Amendment, all terms, conditions, covenants, and provisions of the Agreement shall remain in full force and effect without modification. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

5. Ratification. The parties hereby ratify and confirm the Agreement, as amended by this Amendment, and agree that it constitutes the entire agreement of the parties with respect to the subject matter thereof.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed originals for all purposes.

7. Authority. Each party represents and warrants that the person executing this Amendment on its behalf has full authority to do so and to bind the respective party to the terms hereof.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment to Tax Abatement Agreement as of the Amendment Effective Date.

FOR HILL COUNTY, TEXAS

By: _____
County Judge, Hill County, Texas

Date: _____

By: _____
Commissioner, Precinct 1

Date: _____

By: _____
Commissioner, Precinct 2

Date: _____

By: _____
Commissioner, Precinct 3

Date: _____

By: _____
Commissioner, Precinct 4

Date: _____

Attest: _____

County Clerk, Hill County, Texas

**FOR GRANSOLAR TEXAS ELEVEN, LLC,
a Delaware Limited Liability Company**

By: _____

Date: _____

Printed Name: _____

Title: _____