

FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT

between Navarro County, Texas and Armadillo Solar Center, LLC

THIS FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT (this “**Amendment**”) is made and entered into as of **April 28, 2025** (the “**Amendment Effective Date**”), by and between Navarro County, Texas (“**County**”), acting through its duly elected officers, and Armadillo Solar Center, LLC, a Delaware limited liability company (“**Owner**”), owner of Eligible Property to be located on real property located in the Reinvestment Zone described in the Agreement. County and Owner are sometimes hereinafter referred to individually as a “**Party**” and together as the “**Parties**.”

RECITALS

A. WHEREAS the Parties entered into that certain Tax Abatement Agreement, dated as of December 3, 2020 (attached hereto as Exhibit A, “**Agreement**”), pursuant to which the County and Owner specifically agree and acknowledge that this Agreement shall provide for the tax Abatement, under the conditions set forth herein, of all categories of County ad valorem property taxes assessed on the Eligible Property in the Reinvestment Zone.

B. County and Armadillo Solar Center desire to amend the Tax Abatement Agreement to reflect changes to the term and other changes reflected herein.

AMENDMENT

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows, effective as of the Effective Date of this Amendment:

1. **Defined Terms; Recitals.** All capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Easement Agreement. The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Improvements in Reinvestment Zone.** Section III. will be amended as follows:

Section III C. shall be replaced in its entirety by the following: “C. Owner anticipates that the Project will achieve Commercial Operations by no later than December 31, 2026.”

Section III D. shall be replaced in its entirety by the following: “D. Owner anticipates construction will begin no later than March 1, 2024.”

Section III E. shall be replaced in its entirety by the following: “E. Owner shall have the right, in its sole and absolute discretion, to terminate this Agreement by written notice

delivered to the County delivered any time prior to December 31, 2026. In the event that Owner terminates the Agreement pursuant to its rights in this paragraph, this Agreement shall immediately become null and void and no further force or effect, an neither Owner nor the County shall owe any liability or have any further obligation to the other under this Agreement.”

3. **Notice.** The Owner’s notice address and contact in Section X. of the Agreement will be amended as follows:

“To the Owner: Armadillo Solar Center, LLC
 AES Clean Energy
 282 Century PL, Suite 2000
 Louisville, CO 80027

AND:
Daniel Henry
Senior Development Manager
1201 Fannin St., Suite 500
Houston, TX 77002
Daniel.Henry@aes.com”

4. **Ratification; Further Amendment; Authority.** The Agreement, as amended by this Amendment, is hereby ratified and confirmed and shall continue in full force and effect, and the terms of this Amendment are hereby incorporated into the Agreement. The Agreement, as amended herein, shall not be further amended or modified except by a written instrument signed by the parties. All of the terms, conditions, and covenants of the Agreement, as amended by this Amendment, shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns. Each party hereby represents and warrants to the other that the person or entity signing this Amendment on behalf of such party is duly authorized to execute and deliver this Amendment and to legally bind the party on whose behalf this Amendment is signed to all the terms, covenants, and conditions contained in this Amendment.
5. **Counterparts.** This Amendment may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

[Remainder of this page intentionally left blank.]

[SIGNATURE PAGE TO FIRST AMENDMENT TO AGREEMENT]

OWNER:

Armadillo Soar Center, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

COUNTY:

Navarro County, Texas

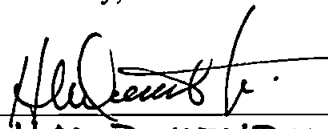
By:  _____
Name: H.M. DAVENPORT, JR.
Its: _____

EXHIBIT A
Tax Abatement Agreement