

STATE OF TEXAS §
COUNTY OF FORT BEND §

SECOND AMENDMENT TO
TAX ABATEMENT AGREEMENT BETWEEN
FORT BEND COUNTY DRAINAGE DISTRICT AND FORT BEND SOLAR LLC

This SECOND AMENDMENT of the Tax Abatement Agreement is made and entered into by and between FORT BEND COUNTY DRAINAGE DISTRICT, (hereinafter referred to as "District") acting by and through its Board of Directors and FORT BEND SOLAR LLC (hereinafter referred to as "Owner").

RECITALS

WHEREAS, on or about August 7, 2018, the Parties entered into a Tax Abatement Agreement which was later amended on or about November 24, 2020 to extend the commercial operations date requirement, both documents collectively referred to as the “Agreement” and incorporated by reference;

WHEREAS, the Agreement was executed as authorized by and in accordance with the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS PROPERTY TAX CODE, and the current Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones located in Fort Bend County Drainage District (hereinafter the “Guidelines and Criteria”) and

WHEREAS, the Parties now desire to amend additional portions of the Agreement as allowed by Texas Tax Code Section 312.208 and Section VII of the Guidelines and Criteria; and

WHEREAS Notice for this Amended Agreement was provided as required by Texas Tax Code Sec. 312.207.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, the Parties agree as follows:

I. Amendments to Section 4. Responsibility of Owner:

Agreement Reference	Original Agreement	First Amendment	Now Amended
Page 3. Section 4 Responsibility of Owner (b)	That Owner shall have delivered the Certificate to the District certifying that the Project has	That Owner shall have delivered the Certificate to	That Owner shall have delivered the Certificate to the District certifying that the Project has achieved

	achieved Commercial Operations no later than <u>December 31, 2021</u> .	the District certifying that the Project has achieved Commercial Operations no later than <u>December 31, 2022</u> .	Commercial Operations no later than <u>December 31, 2023</u> .
Page 3. Section 4 Responsibility of Owner (c)	That simultaneous with the delivery of the Certificate, Owner shall provide the County's Tax Assessor/Collector a certified statement evidencing a minimum of <u>\$170,000,000</u> in Project costs with respect to the design and construction of the Eligible Property.	N/A	(1) That by December 31, 2022, Owner shall provide the County's Economic Development Director a certified statement evidencing (1) an initial total project cost of <u>\$130,484,310</u> with respect to the design and construction of the Eligible Property.; and (2) That by December 31, 2023, Owner shall provide the County's Economic Development Director a certified statement evidencing an additional project cost of <u>\$70,993,190</u> with respect to the design and construction of the Eligible Property. Under no circumstances shall the total project cost with respect to the design and construction of the Eligible Property be less than <u>\$201,477,500 by December 31, 2023</u> .
Page 7. Section 4 Responsibility of Owner (d)	On or before September 1 of each year of this Agreement, Owner shall certify in writing to the Fort Bend County Tax Assessor/Collector	N/A	"On or before September 1 of each year of this Agreement, <u>starting in 2023</u> , Owner shall certify in writing to the <u>Fort Bend Economic Opportunity & Development Director</u> ,

	Owner's compliance with each term of this Agreement		Owner's compliance with each term of this Agreement."
--	---	--	---

II. Additional Amendments

- A. The County's Director of Economic Opportunity & Development is added to Section 17. Notice (as seen below):

The County's Director of Economic Opportunity & Development shall be included on all correspondence to and/or from County employees and officials relative to this project.

Fort Bend Economic Opportunity & Development
Attn: Director (Carlos Guzman)
401 Jackson Street
Richmond, Texas 77469
carlos.guzman@fortbendcountytexas.gov

- B. Any references in the Agreement to the Fort Bend County Tax Assessor Collector shall mean and refer to Fort Bend Economic Opportunity & Development Director.
- III. Any further amendments to this Agreement shall be in accordance with the most recently adopted Guidelines and Criteria for Granting Tax Abatements in Fort Bend County. This requirement applies even if this Amendment was executed under a prior set of Guidelines and Criteria.
- IV. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of this Second Amendment shall prevail.

[Signature page immediately follows]

V. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

“District”

FORT BEND COUNTY DRAINAGE DISTRICT

By: _____
KP George, County Judge

ATTEST:

Date: _____

Laura Richard, County Clerk

“Owner”

FORT BEND SOLAR LLC

By: _____

By: _____

Name: Joaquin Francisco Castillo Garcia
Title: Authorized Signatory

Name: Basilio Guerrero Iñigo
Title: Authorized Signatory

Date: _____

Date: _____

ATTEST:

Name Date: _____

SECOND AMENDMENT TO TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY DRAINAGE DISTRICT AND FORT BEND SOLAR LLC FORT BEND COUNTY REINVESTMENT ZONE 23

Reviewed by:

By: _____
Carlos Guzman
Fort Bend Economic Opportunity & Development Director

i:\michelle\commissioners court\abatements\2022\cutlass solar ii\second amend to ft bend solar abatement agreement fbc solar mlt 11.29 agreed.docx