

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 &amp; Development Director</u> ,

	Owner's compliance with each term of this Agreement		Owner's compliance with each term of this Agreement."
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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](mailto: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



ATTEST:

*Laura Richard*  
Laura Richard, County Clerk

By:

*KP George*  
County Judge KP George  
KP George, County Judge

Date: January 6, 2023

*\*Approved by Commissioners Court on December 13, 2022*

"Owner"

FORT BEND SOLAR LLC

By:

*Joaquin Castillo*

By:

*Basilio Guerrero Iñigo*

Name: Joaquin Francisco Castillo Garcia

Title: Authorized Signatory

Date: December 21, 2022

Name: Basilio Guerrero Iñigo

Title: Authorized Signatory

Date: December 21, 2022

ATTEST:

*Tracy Steward*  
Name TRACY STEWARD

Date: December 21, 2022

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

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# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Fort Bend Solar LLC  
Chicago, IL United States

**Certificate Number:**  
2022-960049

**Date Filed:**  
11/30/2022

**Date Acknowledged:**  
01/06/2023

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County Drainage District

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

FBCDD113022  
Create a tax revenue source from a renewable energy project within Fort Bend County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Francisco Castillo Garcia , Joaquin	Chicago, IL United States	X	
	Guerrero Iñigo, Basilio	Chicago, IL United States	X	
	Smith, Kimberly L	Chicago, IL United States	X	
	Acciona Energy USA Global LLC	Chicago, IL United States	X	

**5 Check only if there is NO Interested Party.**

☐**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)