

State of Texas §
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County of Lamar §

FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT

This First Amendment to Tax Abatement Agreement (“the **Modification**”) is entered into by and between Lamar County, Texas (the “**County**”), acting through its duly elected officers, and **Mockingbird Storage Center, LLC**, a Delaware limited liability company, acting by and through its authorized officer whose signature appears below (hereinafter referred to as “**Owner**”).

W I T N E S S E T H:

WHEREAS, heretofore, on October 10, 2022, the County and Mockingbird Solar Center, LLC, a Delaware limited liability company, entered into the Tax Abatement Agreement (hereinafter called “**Agreement**”) attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein related to the installation of a battery energy storage system (the “**Project and Improvements**”) to be located in Lamar County, Texas; and

WHEREAS, Mockingbird Solar Center, LLC assigned all of its interest in the Agreement to Owner in that certain Assignment and Assumption Agreement dated February 21, 2025, which assignment was consented to by the County as evidenced by the County’s signature on the consent to assignment letter dated October 2, 2024 (with the County’s signature thereon being dated October 14, 2024); copies of the executed Assignment and Assumption Agreement and executed consent to assignment letter are attached to hereto as **Exhibit 3**; and

WHEREAS, said Agreement relates to a Site owned or leased by Owner within Lamar County, Texas, and is located within current Reinvestment Zone(s) as designated by the County and as set forth in the Agreement; and

WHEREAS, the Texas Tax Code Sec. 312.208 and tax abatement guidelines in effect on the date of the execution of this Modification (a copy of which tax abatement guidelines effective October 14, 2024 are attached hereto as **Exhibit 2** and incorporated herein by reference) allow for modifications of a tax abatement agreement during the term of said agreement; and

WHEREAS, Owner has determined to modify the timing of the Project and Improvements to be installed on the Site, and therefore, Owner has requested certain modifications to the Agreement relating to the date of completion of the Project and Improvements to be included within the Agreement; and

WHEREAS, the County has agreed to said modifications of the Agreement because said modifications are consistent with encouraging development within the previously designated Reinvestment Zone in accordance with the purposes for which it was created and are in compliance with the County’s policy on tax abatements and the order creating such Reinvestment Zone adopted by the County and all applicable laws that otherwise serve a public purpose in encouraging the development of greenfield property in the County;

NOW, THEREFORE,

The County and Owner hereto do mutually contract and agree to modify the Agreement as follows:

A. Sections II(A.), II(I.), and II(Q.) of the Agreement are hereby deleted in their entirety and replaced with the following language.

- A. *"Abatement" means the full or partial exemption from the County's Maintenance and Operations (M&O), Interest and Sinking (I&S), Road and Bridge, Estray & Jury, and Indigent Health Care tax rates and corresponding ad valorem taxes on property in a Reinvestment Zone(s) as provided herein.*
- I. *"County Property Tax" means any and all current or future property taxes imposed by the County and includes the County's Maintenance and Operations (M&O), Interest and Sinking (I&S), Road and Bridge, Estray & Jury, and Indigent Health Care tax rates and corresponding ad valorem taxes on property in a Reinvestment Zone(s) as provided herein.*
- P. *[Intentionally deleted.]*
- Q.1 *"Nameplate Capacity of Two-Hour Storage" means the total or overall two-hour storage capacity of the energy storage system included in the Project and Improvements on the Site (as designated in AC units per hour), which is calculated by multiplying the total megawatt hours of installed Rated Power Capacity by Two.*
- Q2. *"Rated Power Capacity" is the maximum instantaneous power discharge capability (in megawatts [MW]) that the Project and Improvements can achieve, starting from a fully charged state.*

B. Sections III(A.) and III(C.) of the Agreement are hereby deleted in their entirety and replaced with the following language.

- A. *Owner anticipates constructing Improvements on the Site consisting of an electric energy storage facility (the "Project and Improvements"). The Project and Improvements are anticipated to consist of lithium-ion batteries organized in modules to construct a Two-Hour Energy Storage Facility with a Total Rated Power Capacity of approximately 160 megawatts. The total estimated Nameplate Capacity of Two-Hour Storage will vary but shall at a minimum equal 320-megawatt hours, AC.*
- C. *Owner anticipates that the Project and Improvements will achieve Commercial Operations by no later than December 31, 2028. In the event that the Project and Improvements do not achieve Commercial Operations before January 1, 2029, the County's sole remedy shall be to cancel this Agreement.*

C. The Table in Section IV(F.) of the Agreement is hereby deleted and replaced with the following Table.

<u>Year of Abatement Period</u>	Mockingbird Storage
	PILOT Amount - (per MWH of Nameplate Capacity of Two-Hour Storage)
Year 1	\$548
Year 2	\$548
Year 3	\$548
Year 4	\$548
Year 5	\$548
Year 6	\$548
Year 7	\$548
Year 8	\$548
Year 9	\$548
Year 10	\$548

D. Section VI(C.) of the Agreement is hereby deleted in its entirety and replaced with the following language.

c. *Deliver to County*

1. *Not later than forty-five (45) days prior to the commencement of construction of the project and improvements:*
 - i. *A screening plan for equipment located within five hundred feet of a business or residence.*
 - ii. *Engineering drawings illustrating pre and post development topographic information.*
 - iii. *Hydrology studies listing required drainage structures that provide protection against excessive erosion damage, if obtained by Owner.*
 - iv. *Emergency Access and Support Plan to include immediate site access for the provision of emergency services including fire protection, a communications plan that provides immediate access to Owner's product support team, and internal site-road layouts and relevant site-road construction drawings that document Owner's plans to provide all-weather access to the Project and Improvements.*
 - v. *Project's Geotechnical Report.*

- vi. *Project's Phase 1 Environmental Site Assessment.*
 - vii. *Project's Stormwater Pollution Prevention Plan.*
 - viii. *List of livestock species allowed for potential agricultural production along with related provisions, if permitted by Owner.*
 - ix. *List of vegetation control methods to include chemicals planned for application, if applicable.*
 - x. *Assessments from local, state, and federal historical entities as to the impact the project will have on the site and surrounding area, if applicable.*
 - xi. *Documentation illustrating compliance with the requirements of the Endangered Species Act, if applicable .*
2. *Not later than Thirty (30) days after to the delivery of battery storage equipment:*
- i. *Documentation illustrating Owner's plan to promote the recycling of battery storage equipment and fluids.*
 - ii. *Manufacturer information on battery storage modules to be installed to include list of materials used in the batteries along with any Material Safety Data Sheets ("MSDS") or warnings that are relevant to the handling, installation, or maintenance of the equipment.*
 - iii. *In the event water is to be utilized as the primary fire suppression method, provide minimum water requirements along with a letter from the water supplier stating that sufficient water capacity is available for fire suppression purposes.*
 - iv. *In the event water is to be utilized as the primary fire suppression method, provide the chemical composition of wastewater that hazardous material first responders will be required to remove.*
 - v. *Drawings of the battery storage containers to be used in the Project and Improvements showing multiple containment barriers.*
 - vi. *Emergency response plan that addresses on-site response for upset conditions, to include thermal runaways.*
 - vii. *Acknowledgement that battery storage equipment meets or exceeds all current TCEQ and EPA requirements.*
 - viii. *List of hazardous chemicals or fumes emitted during an upset condition and modeled exposure limits for a one-hundred-foot radius around the battery containers in the event of venting.*

E. Owner further agrees that as part of the County's material consideration for entering into this Modification that Owner shall remit to County within 30 days of the execution of this Modification \$15,000.00 in fees incurred in connection with this Modification.

F. County acknowledges that County has received the payment required by Section IV(G) of the Agreement.

G. Owner's new contact information for notices in Article XII of the Agreement shall be:

Mockingbird Storage Center, LLC
812 San Antonio Street, Suite 500
Austin, Texas 78701
Attention: Moseah Foster
Telephone: (502) 472-0772 _
Email: MOSFO@orsted.com

H. All other terms in the original Agreement dated October 10, 2022 remain unaltered by this Modification and remain in full force in effect as if fully set forth herein.

WITNESS our hands this 23rd day of June, 2025.

LAMAR COUNTY, TEXAS

By:

Brandon Bell, Lamar County Judge

Ruth Sisson, Lamar County Clerk

Mockingbird Storage Center, LLC, a Delaware limited liability company

By: Its Sole Member, Orsted DevCo, LLC

By: Its Managing Member, Orsted North America II, LLC

By: Its Sole Member, Orsted North America, Inc.

By: _____

Date: _____

Print Name:

Print Title:

LIST OF EXHIBITS TO THIS MODIFICATION:

Exhibit 1: Tax Abatement Agreement dated October 10, 2022

Exhibit 2: Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones, adopted by the Lamar County Commissioners Court on October 14, 2024

Exhibit 3: Assignment and Assumption Agreement dated February 21, 2025, and executed consent to assignment letter