

## SECOND AMENDMENT TO TAX ABATEMENT AGREEMENT

By and Between

**McCULLOCH COUNTY, TEXAS, and RATTLESNAKE POWER, LLC**

This Second Amendment to Tax Abatement Agreement (this “*Second Amendment*”) is entered into by and between McCulloch County, Texas (the “*County*”), duly acting herein by and through its County Judge, with the full authorization of the McCulloch County Commissioners Court, and Rattlesnake Power, LLC, a Delaware limited liability company (together with its successors and assigns, “*Rattlesnake Power*”). The County and Rattlesnake Power are hereinafter sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.” This Second Amendment shall have an “*Effective Date*” as specified and defined in Section 8 of this Second Amendment.

Recitals:

WHEREAS, after a duly conducted public hearing and following a majority vote by the Commissioners Court of McCulloch County, Texas (the “*Commissioners Court*”), the County duly acting by and through the County Judge, with the full authorization of the Commissioners Court, and Rattlesnake Power entered into a Tax Abatement Agreement effective October 9, 2015 (the “*Original Agreement*”);

WHEREAS, following a majority vote by the Commissioners Court, the County duly acting by and through the County Judge, with the full authorization of the Commissioners Court, and Rattlesnake Power entered into an Amendment to the Original Agreement effective December 6, 2016 (the “*First Amendment*”); and

WHEREAS, the County and Rattlesnake Power now desire to make certain amendments to the Original Agreement, as amended by the First Amendment (the “*Agreement*”).

Amendments:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties do hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby fully incorporated into this Second Amendment for all purposes.
2. Defined Terms. All capitalized terms used and not defined herein shall have the meaning assigned to those terms in the Agreement.
3. Amendments. The Agreement is hereby amended as follows:
  - a. The terms and provisions of Subsection G of Section 4.1 of the Agreement are hereby deleted in their entirety, and Subsection G of Section 4.1 of the Agreement is further amended to read in its entirety as follows:

**“G. [INTENTIONALLY LEFT BLANK.]”**

Any and all references in the Agreement to Subsection G of Section 4.1 are hereby deleted and not replaced.

- b. The terms and provisions of Section 5.3 of the Agreement are hereby deleted in their entirety, and Section 5.3 of the Agreement is further amended to read in its entirety as follows:

**“5.3. [INTENTIONALLY LEFT BLANK.]”**

Any and all references in the Agreement to Section 5.3 are hereby deleted and are not replaced.

- c. Subsection C of Section 7.3 of the Agreement is hereby amended to read in its entirety as follows:

**“C. CREDITS TO RATTLESNAKE POWER.** Any recapture under this Article 7 shall be subject to any and all lawful offsets, settlements, deductions, and credits to which RATTLESNAKE POWER may be entitled. Without limiting the generality of the immediately preceding sentence, any recapture under this Article 7 shall be reduced by the amount of the Payment to the extent allowed by the Texas Tax Code.”

- d. The Agreement is hereby amended to add a new Section 7.5 that reads in its entirety as follows:

**“7.5 PAYMENT.** Rattlesnake Power *shall pay, or cause to be paid, to the County \$2,500,000.00* (the “Payment”) within ten (10) Business Days (as hereinafter defined) after the execution and delivery by the County to Rattlesnake Power of the Second Amendment to this Agreement. The Payment shall be remitted to the County either:

- (1) by wire transfer of funds using the wire transfer instructions that the County shall provide to Rattlesnake Power contemporaneously with the County’s delivery to Rattlesnake Power of the Second Amendment to this Agreement executed by the County,

or

- (2) by check delivered in person, by courier (e.g., by Federal Express, United Parcel Service, or U.S. Express Mail), or by registered or certified United States Mail, with receipt obtained, to the following address:

The Honorable Frank Trull  
County Judge  
McCulloch County, Texas  
199 Courthouse Square Room 302  
Brady, Texas 76825

Notwithstanding any other provision of this Agreement to the contrary, Rattlesnake Power shall be assessed a late payment of \$15,000.00 per day, not to exceed the per annum equivalent of 10%, for each day the Payment is late; provided, however, that Rattlesnake Power hereby agrees that if the Payment is not made within twenty (20) Business Days after the execution and delivery by the County to Rattlesnake Power of the Second Amendment to this Agreement, this Agreement shall automatically terminate, without further action of the County, and the County shall, subject to the provisions of Section 7.3(C), be entitled to recapture 100% of the taxes actually abated under this Agreement, plus penalty and interest, and shall be entitled to pursue all other remedies available to the County, at law or in equity, including, without limitation, suit to recover the payment described in this Section 7.5 plus any late payments set forth herein. This Section 7.5 shall survive the expiration, termination, and/or surrender of this Agreement. As used herein, the term “Business Day” means any day that is not a Saturday, Sunday or other day that is a legal holiday under the laws of the State of Texas or is a day on which banking institutions in Texas are authorized or required by law to close.”

4. Effect of this Second Amendment. Except as provided in, and amended and modified by, this Second Amendment, the Agreement shall continue in full force and effect. All references to “this Agreement” contained in the Agreement shall be deemed to be references to the Agreement, as amended and modified by this Second Amendment. The Parties expressly agree that (a) Rattlesnake Power’s payment of the Payment set forth above in new Section 7.5 of the Agreement added by Section 3(d) of this Second Amendment constitutes a complete and total cure for any and all actual or alleged defaults, breaches and other liabilities and obligations of Rattlesnake Power under the Agreement that exist as of the Effective Date, including, but not limited to, under (i) the Notice of Default sent by the County to Rattlesnake Power on or about January 24, 2023 (the “Notice of Default”), (ii) the resolution and order titled “Resolution and Order Terminating The Tax Abatement Agreement By and Between McCulloch County, Texas and Rattlesnake Power, LLC” and signed by the County Judge on December 9, 2024, pursuant to the authorization approved at the regularly scheduled meeting of the Commissioners Court on August 5, 2024 (the “Order of Termination”), and (iii) the Notice of Recapture issued on or about December 9, 2024, by the County through Jacob R. Lederle, outside counsel for the County, to Rattlesnake Power (the “Notice of Recapture”), and (b) upon Rattlesnake Power’s payment of the Payment, (i) the Notice of Default, the Order of Termination, and the Notice of Recapture are hereby fully rescinded and shall be deemed null and void *ab initio* and of no effect for any purpose, and (ii) the Agreement, as amended by this Second Amendment, is fully and completely restored and reinstated and shall be deemed for all purposes to have never been terminated.

5. Binding Effect. All the terms, provisions, covenants, and conditions of this Second Amendment shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective legal representatives, successors, and assigns.

6. Entire Agreement; Amendments; Section Headings. This Second Amendment constitutes the entire agreement of the Parties with regard to the subject matter hereof and supersedes all previous written or oral representations, agreements, and understandings among the Parties, whether expressed or implied. No representation, promise, inducement, or statement of intention has been made by any Party which is not embodied in this Second Amendment, and no Party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth. This Second Amendment may be amended only by a written instrument duly signed by each of the Parties hereto. The Section headings contained in this Second Amendment are for convenience only and shall not affect in any way the meaning or interpretation of this Second Amendment.

7. Authority. Each Party represents and warrants to the other Party that (i) such Party has the necessary authority to execute and deliver this Second Amendment and to perform its obligations hereunder, (ii) the execution, delivery and performance of this Second Amendment by such Party do not require the consent or approval of any person that has not been obtained, and (iii) the person or persons executing this Second Amendment on behalf of such Party has or have the authority to bind such Party hereunder.

8. Counterparts; Effective Date; Execution and Delivery. This Second Amendment may be executed in two or more counterparts, all of which shall be deemed to constitute one and the same instrument, and this Second Amendment shall become binding and effective when one or more counterparts have been executed by each of the Parties and delivered to the other Party and upon such execution and delivery the last of the dates of execution of this Second Amendment as set forth immediately above the respective signatures of the Parties below shall be and constitute the “*Effective Date*” of this Second Amendment. A copy of this Second Amendment that is executed and transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

9. Governing Law. This Second Amendment and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction.

EXECUTED to be effective as of the Effective Date.

*[Signature Pages Follow]*

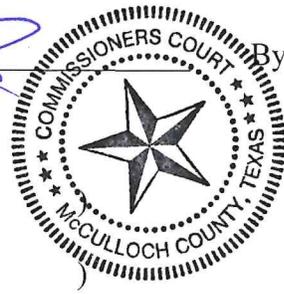
IN WITNESS WHEREOF, this Second Amendment has been executed by McCulloch County, Texas, on August 4, 2025, to be effective as of the Effective Date.

ATTEST:

COUNTY:

McCulloch County, Texas

  
Christine Jones, County Clerk



By: Frank Trull  
Frank Trull, County Judge

STATE OF TEXAS

COUNTY OF McCULLOCH

This instrument was acknowledged before me on August 4, 2025, by Frank Trull, County Judge of McCulloch County, Texas, on behalf of said County.

  
Notary Public, State of Texas



IN WITNESS WHEREOF, this Second Amendment has been executed by Rattlesnake Power, LLC, JUNE 23, 2025, to be effective as of the Effective Date.

RATTLESNAKE POWER:

Rattlesnake Power, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Print Name: NICOLAS MATOS MARTI NON  
Print Title: SECRETARY

STATE OF Pennsylvania )  
COUNTY OF Allegheny )

This instrument was acknowledged before me on June 23<sup>rd</sup>, 2025, by Nicolas Matos Marti non, the secretary of Rattlesnake Power, LLC, a Delaware limited liability company, on behalf of Rattlesnake Power, LLC.

Maura Sanguigni  
Notary Public, State of Pennsylvania

