

## LETTER AGREEMENT

This letter agreement (this “**Letter Agreement**”) is entered into by and between Hopkins County, Texas (“**County**”), and Solemio LLC (“**Owner**”).

Reference is made herein to that certain Agreement dated January 14, 2019 (the “**Abatement Agreement**”), by and between County and Owner and concerning an abatement of property taxes under Chapter 312 of the Texas Tax Code for certain Property to be constructed on a certain Premises by Owner in Hopkins County, Texas. Except where specifically defined herein, capitalized terms used in this Letter Agreement have the same meanings given to such terms in the Abatement Agreement.

WHEREAS, the Abatement Agreement includes a provision that requires Owner to “complete or cause to be completed construction of the PROPERTY on the PREMISES on or before December 31, 2020”;

WHEREAS, the Abatement Agreement also includes the following provision: “OWNER shall have such additional time to complete the PROPERTY as may be required if OWNER is diligently pursuing completion of the initial phase of the PROPERTY in the event of ‘force majeure’, or if in the sole opinion of the COUNTY, the OWNER has made substantial progress toward completion of the initial phase of the PROPERTY”;

WHEREAS, the novel coronavirus-2019 (COVID-19) is agreed to be a fore majeure event under the Abatement Agreement;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, County and Owner, intending to be legally bound, hereby agree as follows:

1. County agrees that as of the date of this Letter Agreement, Owner has demonstrated diligent pursuit of the completion of the Property on the Premises.
2. County agrees that the presence of COVID-19 and the various orders and acts by governments in response thereto are a force majeure event under the Abatement Agreement that has affected Owner’s ability to complete the Property on the Premises.
3. Pursuant to the County’s authority to grant additional time to Owner for the completion of the Property in Section B-1 of the Abatement Agreement, the County hereby agrees that Owner shall have until June 30, 2022, to complete the Property on the Premises. The County has determined that the extension of time granted in this Letter Agreement is reasonable and appropriate in consideration of the effects of COVID-19 on Owner’s pursuit of the completion of the Property.
4. For avoidance of doubt, the effect of this Letter Agreement is that Section B-1 of the Abatement Agreement shall applied and enforced as if the date “December 31, 2020” in such section was originally stated as “June 30, 2022.” The remainder of Section B-1 of the Abatement Agreement is unaffected by this Letter Agreement.

This Letter Agreement supersedes any conflicting provisions of the Abatement Agreement. This Letter Agreement shall be effective on the latest date of the parties’ signatures below.

Witness our hands on the respective dates stated below

ATTEST:



Hopkins County, Texas

By: *Robert Newson*  
Print Name: Robert Newson  
Print Title: Hopkins County Judge  
Date Signed: 10-12-2020

ATTEST:

*Lori Ludlow*

Title: Senior Document Administrator

Solemio LLC

By: *Dyann Blaine*  
Print Name: Dyann Blaine  
Print Title: Authorized Signatory  
Date Signed: 10-19-2020



PROJECT	SOLEMIO SOLAR PROJECT
DATE	05/20/2019
DRAWN BY	W. HARRIS
CHECKED BY	J. HARRIS
SCALE	AS SHOWN
PROJECT NO.	1905111-000-00-0000



**Solemio Solar Project**  
 Hopkins County, Texas

Overall Site Plan

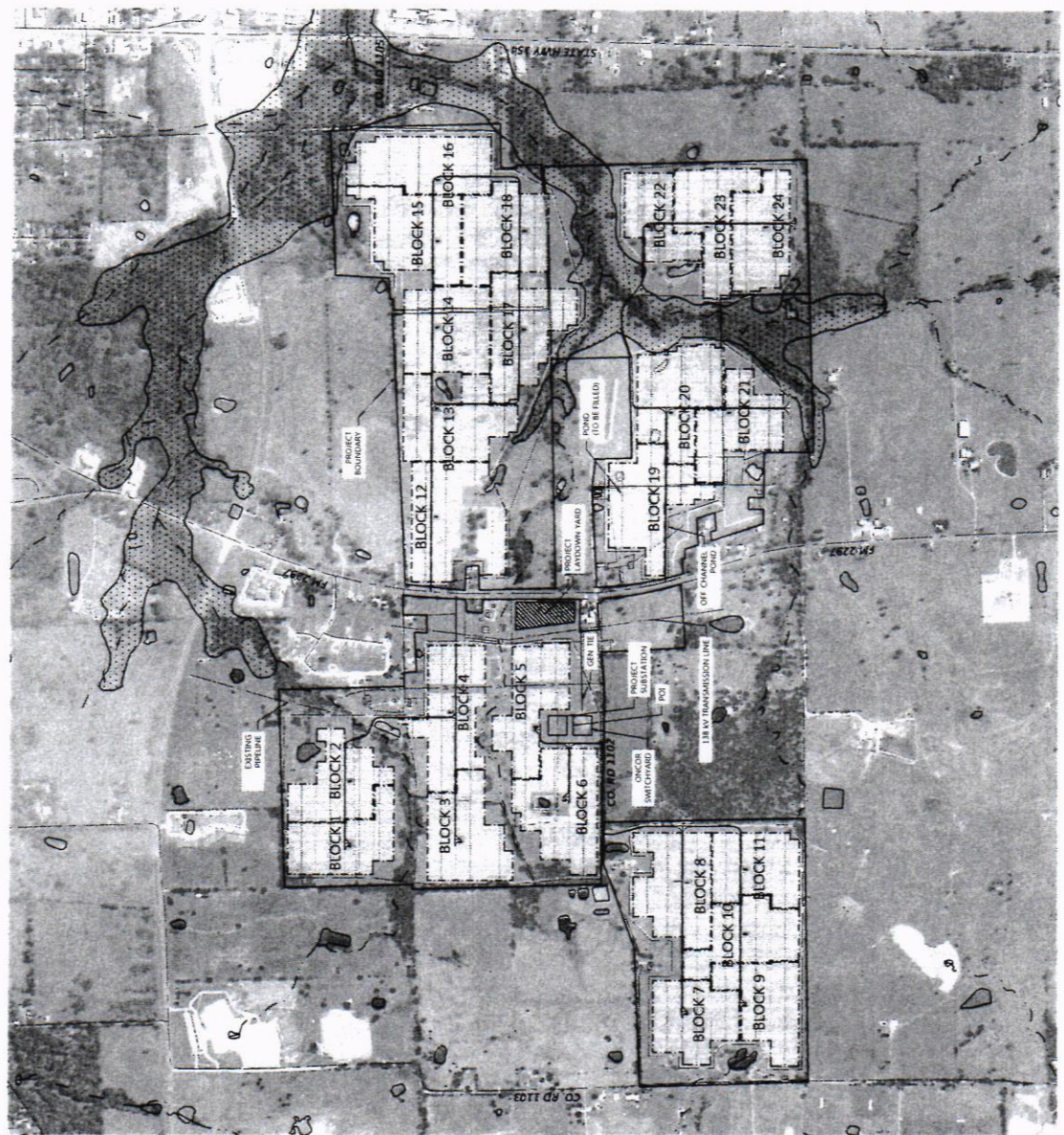
NOT FOR CONSTRUCTION  
 DATE 05/20/2019  
 SHEET E.110

**LEGEND**

(Dashed line)	EXISTING PUBLIC ROAD CENTER LINE
(Solid line)	ACCESS ROAD
(Dotted pattern)	DEER BACK TYPE
(Dashed line with dots)	INVERTER SMD OR INVERTER STATION
(Dashed line)	INVERTER BLOCK BOUNDARY
(Dashed line)	PROJECT BOUNDARY
(Dashed line)	TRANSMISSION LINE
(Dashed line)	GRID PIPELINE
(Dashed line)	WIND RIVER LINES
(Dashed line)	FEMA 1% FLOOD ZONE BOUNDARY
(Dashed line)	20'-25' 100 YEAR FLOOD DEPTH
(Dashed line)	75' - 100 YEAR FLOOD DEPTH

**SYSTEM DESCRIPTION**

MODULE COUNT/TYP	QUANTITY	DESCRIPTION	MIX
HT72-156M(V)	375	Wp	50.3%
HT72-156M(V)	380	Wp	49.7%
	274,208	TOTAL MODULES	100.0%
	28	MODULES PER STRING	
	2	SHORT TRACKER ROW	
	3	FULL TRACKER ROW	
	56	MODULES PER TRACKER	
	84	MODULES PER TRACKER	
	108	TMEIC PVU-LR40GR	
	795	KWAC @ 40 DEG C	
	0	1.500 MVA (2 INV / SKID)	
	1	2.385 MVA (3 INV / SKID)	
	10	3.180 MVA (4 INV / SKID)	
	13	3.975 MVA (5 INV / SKID)	
		TRACKER TYPE	
		NEXTTRACKER	
		SMALL ROWS	
	539	TRACKER ROWS	
	2913	FULL ROWS	
	17.83	FLEET	
	17.00	FLEET	
		SYSTEM SIZE (DC)	
	103.70	MW @ INV TERMINALS (40 DEG C)	
	85.86	SYSTEM CAPACITY (AC)	
	79.8	SYSTEM RATING (AC)	
	1.30	DC:AC RATIO	



**1 Overall Site Plan**  
 1" = 600'