Amendment to

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES

by and between

PEARSALL INDEPENDENT SCHOOL DISTRICT

and

ELARA ENERGY PROJECT, LLC

(Texas Taxpayer ID # 32069486606)

Comptroller Application # 1389

Original Agreement Date:

March 25, 2020

Amendment Date:

December 14, 2020

AMENDMENT TO:

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES

STATE OF TEXAS §

COUNTY OF FRIO §

THIS AMENDMENT TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as "Amendment," is executed and delivered by and between the **PEARSALL INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "District," a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **ELARA ENERGY PROJECT, LLC,** Texas Taxpayer Identification Number ***32069486606*** hereinafter referred to as the "Applicant." The Applicant and the District are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on March 25, 2020, the Parties executed the Agreement at a duly called Board meeting of the Pearsall Independent School District Board of Trustees;

WHEREAS, Elara Energy Project, LLC has requested this Amendment to the original terms of the Agreement;

WHEREAS, on December 14, 2020, the Board of Trustees approved the form of this Amendment, and authorized the Board President and Secretary or, in the event the Board President or Secretary are unavailable or have disclosed a conflict of interest, the Board of Trustees has authorized the Board Vice President to execute and deliver such Agreement to the Applicant;

WHEREAS, except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms;

WHEREAS, if there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail; and

WHEREAS, the validity of this Agreement shall be subject to review and approval by the Texas Comptroller of Public Accounts;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree to amend the Agreement as follows:

AMENDMENTS:

1. Substitution of Agreement Exhibits 3 and 4

Exhibit 3, Applicant's Qualified Investment and Exhibit 4, Description and Location of Qualified Property, shall be substituted with amended Exhibits 3 and 4 to update the plant's capacity from 175MW to 130MW. There is no change to the project boundary.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties in multiple originals on this **14th day of December 2020**.

ELARA ENERGY PROJECT, LLC

By: _____

Name: Scott Pryor

Title: Secretary

PEARSALL INDEPENDENT SCHOOL DISTRICT

Name: _____

Eric Fletcher, President
Board of Trustees

ATTEST:

_____

Rochelle Camacho, Secretary
Board of Trustees