

**AMENDMENT TO AGREEMENT FOR ECONOMIC DEVELOPMENT BETWEEN
MOSS CREEK SOLAR, LLC AND PULASKI COUNTY, INDIANA**

This Amendment to Agreement for Economic Development Between Moss Creek Solar, LLC and Pulaski County, Indiana is made on this **12th** day of **August 2024**, by and between Moss Creek Solar, LLC (“Developer”) and Pulaski County, Indiana (the “County”), acting through the Board of Commissioners of Pulaski County, Indiana (the “Commissioners”) and agreed to by the Pulaski County Council in its capacity as “Designating Body” under Ind. Code § 6-1.1-12.1-1(7) (the “Council” and, together with the Commissioners, the “Governing Bodies”).

RECITALS:

Developer and County are parties to a certain Agreement for Economic Development Between Moss Creek Solar, LLC and Pulaski County, Indiana dated January 18, 2022 (the “Agreement”).

Developer and County were parties to litigation relating the Council’s designation of an Economic Revitalization Area and award of a tax abatement for the Development. On January 10, 2022, the Pulaski County Council passed a Confirmatory Resolution that designated certain farmland in Pulaski County as an Economic Revitalization Area and approved a tax abatement. On January 20, 2022, a group of Pulaski County landowners (the “Remonstrators”) filed a petition for judicial review in the Pulaski Superior Court to challenge the Confirmatory Resolution. On June 30, 2022, the trial court issued an order confirming County’s determination to pass the Confirmatory Resolution. The Remonstrators then appealed the trial court’s ruling to the Court of Appeals. On September 7, 2023, the Court of Appeals of Indiana found that the farmland at issue met the statutory definition required to be declared an Economic Revitalization Area and affirmed the judgment of the trial court and the actions of the Council. The Remonstrators then filed a Petition to Transfer to the Indiana Supreme Court in an attempt to overturn the decisions of the Council, Trial Court, and Court of Appeals. The litigation was not resolved until November of 2023 in regards to Moss Creek Solar, LLC. While there was no legal injunction preventing the installation of personal property subject to the abatement, the parties made reasonable determinations to preserve the economic rights and benefits for the County and Developer to delay such installation and the Development in parts.

Upon the resolution of said litigation, Developer and County desire to amend the Agreement to account for the delay caused by the litigation as hereinafter provided.

For and in consideration of the premises, covenants, and agreements hereinafter contained and set forth, and the performance thereof by the respective parties hereto, the parties hereto agree as follows:

1. Amendment to Section 1. Section 1 shall be amended as follows:

Pursuant to the Statement of Benefits, Developer shall commence construction of the Project not later than June 30, 2026 and complete the Project not later than December 31, 2027.

2. Additional Consideration. Section 1 shall be further amended as follows:

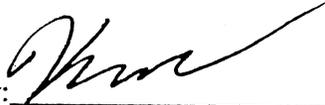
The first payment for 2024 shall be payable in two installments of \$100,000 (the “First Installment”) and \$100,000 (the “Second Installment”), respectively. The First Installment shall be payable within forty-five (45) days of this Amendment and the second prior to thirty (30) days prior to the commencement of construction. Developer shall simultaneously with the First Installment payment, also remit an additional \$25,200.00 (the “Additional Consideration”) as a good faith payment to account for the delay caused by the litigation noted above and the prior payment schedule for 2024.

3. Affirmation of the EDA Payments under Section 1. The total EDA Payments of \$6,000,000 as set out in the Agreement shall be paid in eight (8) equal installments of \$750,000 with the first installment to be paid no later than sixty (60) days after COD as currently set out in Section 1 of the Agreement. For clarity, the total EDA Payments of \$6,000,000 shall not be reduced by Developer’s payment of the First Installment, Additional Consideration, or Second Installment.

In all other respects, the Agreement remains in effect and is hereby ratified and affirmed.

The parties have executed this Amendment by their duly authorized representatives effective as of the date first set forth above.

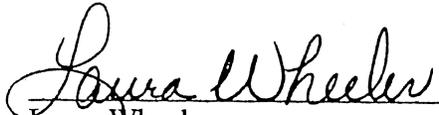
PULASKI COUNTY COUNCIL

By: 
Ken Boswell, President

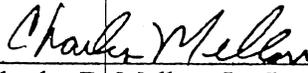
MOSS CREEK SOLAR, LLC

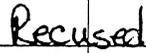
Anthony Pedroni
By: _____
DocuSigned by: 
Name: _____
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Authorized Signatory

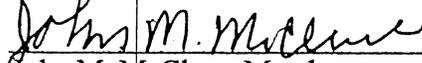
ATTEST:


Laura Wheeler
Pulaski County Auditor

PULASKI COUNTY
BOARD OF COMMISSIONERS

By: 
Charles R. Mellon, Jr., President

By: 
Maurice E. Loehmer, Vice President

By: 
John M. McClure, Member