

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

This Second Amendment to Agreement for Economic Development Between Moss Creek Solar, LLC and Pulaski County, Indiana is made on this 10 day of August, 2026 and effective as of the 30th day of June, 2026 (the “Effective Date”), 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 “EDA”), as amended by that certain First Amendment to Economic Development Agreement with an effective date of August 12, 2024 (the “First Amendment” and, together with the EDA, the “Agreement”).

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:

Amendment to Section 1. Section 1 of the EDA, including any changes to Section 1 resulting from the First Amendment, is hereby deleted in its entirety and replaced as follows:

Owner shall commence construction of the Project not later than November 30, 2027 and complete the construction not later than December 31, 2028. In consideration of Owner’s substantial investment in the County, the County shall support a ten (10) year, one hundred percent (100%) abatement schedule, as set forth in the Statement of Benefits and as further set forth in the Final Tax Abatement Resolution (the “Schedule”). Notwithstanding any other provision hereof, the County acknowledges that Owner has no obligation to build the Project, but, subject to commencement of construction and Project commercial operation date (the “COD”), Owner hereby agrees, subject to the terms and conditions contained herein, to make or cause to be made, by agreement or otherwise, to the County pursuant to Section 4 herein, economic development payments in the amount set forth in the following paragraph (individually, an “EDA Payment” and, collectively, the “EDA Payments”). For purposes of this Agreement, the “COD” shall be the date that the Project is commercially delivering electricity to the electric grid (not including test energy).

The parties acknowledge that the First Installment of \$100,000 was paid to the County in September 2024. For the avoidance of doubt, the Second Installment contemplated in the First Amendment is no longer required and is instead replaced by the following payments: (a) \$150,000, payable within forty-five (45) days following approval of this Second

Amendment; (b) \$350,000, payable on or before December 15, 2026; and (c) \$100,000, payable on or before November 1, 2027 (prior to the start of construction).

The total EDA Payments of \$6,000,000 as set out in the EDA shall be paid in eight (8) equal installments of \$750,000. The first installment, subject to the start of construction, shall be due and payable within the earlier of ninety (90) days of the commencement of construction or March 1, 2028, with each subsequent installment due on each successive anniversary thereof paid on an annual basis over a period of seven (7) years from the first installment payment date as set forth herein. However, the payment dates for the subsequent EDA Payments shall be subject to any delay reasonably necessary to reconcile the amount of the applicable EDA Payment with the Governing Bodies pursuant to the remaining terms and conditions of this Section. For the avoidance of doubt, the total EDA Payments of \$6,000,000 shall not be reduced by Developer's prior payments of the First Installment, Additional Consideration, or any other pre-construction payments made pursuant this Second Amendment.

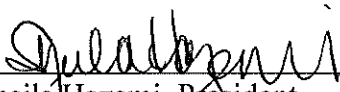
The EDA Payments are to be made for the purpose of raising revenue to be used for public or governmental purposes in the County, in recognition of the possible restriction of other new commercial development and employment in portions of the ERA and to offset revenue which the County will otherwise lose as a result of the Abatement. The EDA Payments shall constitute a contribution by Owner to the furtherance of other economic development in the County, and the EDA Payments shall be used by the County or its recipient to improve the quality of life in the County and thereby foster economic development in the County, all in accordance with Indiana law. The EDA Payments shall not constitute a payment in lieu of any tax, charge, or fee of the County or any other taxing unit and shall be separate from and in addition to any other payments required to be made pursuant to this Agreement and any regular installments of locally-assessed real, personal and/or state-assessed utility distributable property taxes (as the case may be) as the same may become due and payable in the ordinary course after the Schedule (as may be revised, amended, or supplemented) for the Abatement for the Project, together with any regular installments of locally assessed real property taxes for land underlying the Project.

Any EDA Payments shall be guaranteed by NextEra Energy Resources, LLC (the "Parent Company") as set forth in the Guaranty attached as Exhibit C to this Agreement (the "Guaranty"), and Owner shall pay any reasonable attorneys' fees incurred by the County to enforce such Guaranty. The Guaranty shall be executed and delivered by Guarantor (as defined in the Guaranty) to the County no later than ninety (90) days prior to the start date of the construction of the Project. The Maximum Recovery Amount (as defined in the Guaranty) assumes that Owner develops two hundred (200) megawatts of initial nameplate capacity for the Project. In the event that Owner develops more than two hundred (200) megawatts of initial nameplate capacity for the Project, then a revised Guaranty setting forth a new Maximum Recovery Amount corresponding with the new aggregate amount of EDA Payments shall be tendered by Owner to the County.

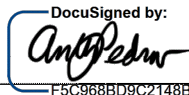
In all other respects, the Agreement remains in effect and is hereby ratified and affirmed.

The parties have executed this Second Amendment by their duly authorized representatives effective as of the date first set forth above and effective as of the 30th day of June, 2026.

PULASKI COUNTY COUNCIL

By: 
Sheila Hazemi, President

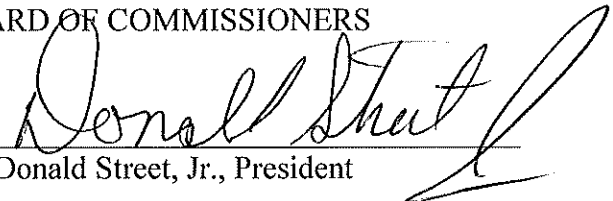
MOSS CREEK SOLAR, LLC

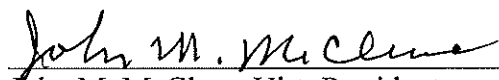
By: 
Name: Anthony Pedroni
Authorized Signatory

ATTEST:


Teresa Bryant
Pulaski County Auditor

PULASKI COUNTY
BOARD OF COMMISSIONERS

By: 
Donald Street, Jr., President

By: 
John M. McClure, Vice President

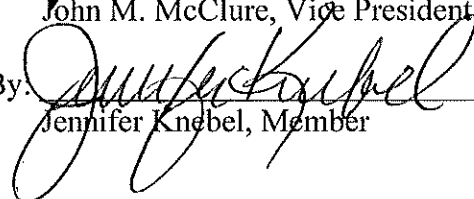
By: 
Jennifer Knebel, Member

Exhibit C to Agreement for Economic Development

Guaranty Agreement

THIS GUARANTY (this “**Guaranty**”), dated as of _____, 202__ (the “**Effective Date**”), is made by NEXTERA ENERGY RESOURCES, LLC (“**Guarantor**”), in favor of PULASKI COUNTY, INDIANA (“**Counterparty**”).

RECITALS:

- A. WHEREAS, Counterparty and Guarantor’s indirect, wholly-owned subsidiary Moss Creek Solar, LLC, a Delaware limited liability company (“**Obligor**”), have entered into that certain Agreement for Economic Development dated January 18, 2022 (the “**Agreement**”); and
- B. WHEREAS, Guarantor will directly or indirectly benefit from the Agreement between Obligor and Counterparty;

NOW THEREFORE, in consideration of the foregoing premises and as an inducement for Counterparty’s execution, delivery and performance of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby agrees for the benefit of Counterparty as follows:

* * *

1. **GUARANTY.** Subject to the terms and provisions hereof, Guarantor hereby absolutely and irrevocably guarantees the timely payment when due of all obligations owing by Obligor to Counterparty arising pursuant to the Agreement on or after the Effective Date (the “**Obligations**”). This Guaranty shall constitute a guarantee of payment and not of collection. The liability of Guarantor under this Guaranty shall be subject to the following limitations:

- (a) Notwithstanding anything herein or in the Agreement to the contrary, the maximum aggregate obligation and liability of Guarantor under this Guaranty, and the maximum recovery from Guarantor under this Guaranty, shall in no event exceed Six Million Fifty Thousand and 00/100 U.S. Dollars (U.S. \$6,050,000.00) (the “**Maximum Recovery Amount**”).
- (b) The obligation and liability of Guarantor under this Guaranty is specifically limited to payments expressly required to be made under the Agreement, as well as costs of collection and enforcement of this Guaranty (including reasonable attorney’s fees) to the extent reasonably and actually incurred by the Counterparty (subject in all instances, to the limitations imposed by the Maximum Recovery Amount as specified in Section 1(a) above). In no event, however, shall Guarantor be liable for or obligated to pay any consequential, indirect, incidental, lost profit, special, exemplary, punitive, equitable or tort damages.

2. **DEMANDS AND PAYMENT.**

- (a) If Obligor fails to pay any Obligation to Counterparty when such Obligation is due and owing under the Agreement (an “**Overdue Obligation**”), Counterparty may present a written demand to Guarantor calling for Guarantor’s payment of such Overdue Obligation pursuant to this Guaranty (a “**Payment Demand**”).
- (b) Guarantor’s obligation hereunder to pay any particular Overdue Obligation(s) to Counterparty is conditioned upon Guarantor’s receipt of a Payment Demand from Counterparty satisfying the following requirements: (i) such Payment Demand must identify the specific Overdue Obligation(s) covered by such demand, the specific date(s) upon which such Overdue Obligation(s) became due and owing under the Agreement, and the specific provision(s) of the Agreement pursuant to which such Overdue Obligation(s) became due and owing; (ii) such Payment Demand must be delivered to Guarantor in accordance with Section 9 below; and (iii) the specific Overdue Obligation(s) addressed by such Payment Demand must remain due and unpaid at the time of such delivery to Guarantor.
- (c) After issuing a Payment Demand in accordance with the requirements specified in Section 2(b) above, Counterparty shall not be required to issue any further notices or make any further demands with respect to the Overdue Obligation(s) specified in that Payment Demand, and Guarantor shall be required to make payment with respect to the Overdue Obligation(s) specified in that Payment Demand within five (5) Business Days after Guarantor receives such demand. As used herein, the term “**Business Day**” shall mean all weekdays (*i.e.*, Monday through Friday) other than any weekdays during which commercial banks or financial institutions are authorized to be closed to the public in the State of Delaware or the State of New York.

3. **REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants that:

- (a) it is a limited liability company duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guaranty;
- (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty; and
- (c) this Guaranty constitutes a valid and legally binding agreement of Guarantor, enforceable against Guarantor in accordance with the terms hereof, except as the enforceability thereof may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. **RESERVATION OF CERTAIN DEFENSES.** Without limiting Guarantor’s own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Obligor is or may be entitled arising from or out of the Agreement,

except for defenses (if any) based upon the bankruptcy, insolvency, dissolution or liquidation of Obligor or any lack of power or authority of Obligor to enter into and/or perform the Agreement.

5. **AMENDMENT OF GUARANTY.** No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Counterparty.

6. **WAIVERS AND CONSENTS.** Subject to and in accordance with the terms and provisions of this Guaranty:

- (a) Except as required in Section 2 above, Guarantor hereby waives (i) notice of acceptance of this Guaranty; (ii) presentment and demand concerning the liabilities of Guarantor; and (iii) any right to require that any action or proceeding be brought against Obligor or any other person, or to require that Counterparty seek enforcement of any performance against Obligor or any other person, prior to any action against Guarantor under the terms hereof.
- (b) No delay by Counterparty in the exercise of (or failure by Counterparty to exercise) any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from its obligations hereunder (with the understanding, however, that the foregoing shall not be deemed to constitute a waiver by Guarantor of any rights or defenses which Guarantor may at any time have pursuant to or in connection with any applicable statutes of limitation).
- (c) Without notice to or the consent of Guarantor, and without impairing or releasing Guarantor's obligations under this Guaranty, Counterparty may: (i) change the manner, place or terms for payment of all or any of the Obligations (including renewals, extensions or other alterations of the Obligations); (ii) release Obligor or any person (other than Guarantor) from liability for payment of all or any of the Obligations; or (iii) receive, substitute, surrender, exchange or release any collateral or other security for any or all of the Obligations.

7. **REINSTATEMENT.** Guarantor agrees that this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if all or any part of any payment made hereunder is at any time avoided or rescinded or must otherwise be restored or repaid by Counterparty as a result of the bankruptcy or insolvency of Obligor, all as though such payments had not been made.

8. **TERMINATION.** Unless terminated earlier, this Guaranty and the Guarantor's obligations hereunder will terminate automatically and immediately at 11:59:59 Eastern Prevailing Time, _____, 202_ [such date five (5) years after the Construction Commencement Date]; *provided, however*, that no such termination shall affect Guarantor's liability with respect to any Obligation incurred prior to the time the termination is effective, which Obligation shall remain subject to this Guaranty.

9. **NOTICE.** Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder (herein collectively called "**Notice**") by Counterparty to Guarantor, or by Guarantor to Counterparty, as applicable, shall be in writing and may be delivered either by (i) U.S. certified mail with postage prepaid and return receipt requested, or (ii) recognized nationwide courier service with delivery receipt requested, in either case to be delivered to the following address (or to such other U.S. address as may be specified via Notice

provided by Guarantor or Counterparty, as applicable, to the other in accordance with the requirements of this Section 9):

TO GUARANTOR:

NextEra Energy Resources, LLC
Attn: Business Manager
700 Universe Boulevard, FEJ/JB
Juno Beach, FL 33408

TO COUNTERPARTY:

Pulaski County Board of Commissioners
112 E. Main Street
Winamac, IN 46996
Attn: County Auditor

[Tel: _____ -- for use in
connection with courier deliveries]

[Tel: 574-753-7770 -- for use in
connection with courier deliveries]

Any Notice given in accordance with this Section 9 will (i) if delivered during the recipient's normal business hours on any given Business Day, be deemed received by the designated recipient on such date, and (ii) if not delivered during the recipient's normal business hours on any given Business Day, be deemed received by the designated recipient at the start of the recipient's normal business hours on the next Business Day after such delivery.

10. MISCELLANEOUS.

- (a) This Guaranty shall in all respects be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws thereunder (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).
- (b) This Guaranty shall be binding upon Guarantor and its successors and permitted assigns and inure to the benefit of and be enforceable by Counterparty and its successors and permitted assigns. Guarantor may not assign this Guaranty in part or in whole without the prior written consent of Counterparty. Counterparty may not assign its rights or benefits under this Guaranty in part or in whole without the prior written consent of Guarantor.
- (c) This Guaranty embodies the entire agreement and understanding between Guarantor and Counterparty and supersedes all prior agreements and understandings relating to the subject matter hereof.
- (d) The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof. Words importing the singular number hereunder shall include the plural number and vice versa, and any pronouns used herein shall be deemed to cover all genders. The term "person" as used herein means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated association, or government (or any agency or political subdivision thereof).
- (e) Wherever possible, any provision in this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

- (f) Counterparty (by its acceptance of this Guaranty) and Guarantor each hereby irrevocably: (i) consents and submits to the exclusive jurisdiction of the United States District Court for the Southern District of Indiana, or if that court does not have subject matter jurisdiction, to the exclusive jurisdiction of Tippecanoe County, Indiana (without prejudice to the right of any party to remove to the United States District Court for the Southern District of Indiana) for the purposes of any suit, action or other proceeding arising out of this Guaranty or the subject matter hereof or any of the transactions contemplated hereby brought by Counterparty, Guarantor or their respective successors or assigns; and (ii) waives (to the fullest extent permitted by applicable law) and agrees not to assert any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Guaranty or the subject matter hereof may not be enforced in or by such court.
- (g) COUNTERPARTY (BY ITS ACCEPTANCE OF THIS GUARANTY) AND GUARANTOR EACH HEREBY IRREVOCABLY, INTENTIONALLY AND VOLUNTARILY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS GUARANTY OR THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON RELATING HERETO OR THERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY.

* * *

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on _____, 202__,
but it is effective as of the Effective Date.

NEXTERA ENERGY RESOURCES, LLC

By: _____

Name: _____

Title: _____