

## AMENDMENT TO TAX ABATEMENT AGREEMENT

This AMENDMENT TO TAX ABATEMENT AGREEMENT (this "Amendment"), effective as of the last date on the signature page hereto, is made and entered into by and between McCulloch County, Texas ("County"), acting through its duly elected officers, and RATTLESNAKE POWER, LLC, a Delaware limited liability company ("Rattlesnake Power"). County and RATTLESNAKE POWER are sometimes hereinafter referred to individually as a "Party" and together as "Parties."

### RECITALS

A. WHEREAS, the County and RATTLESNAKE POWER entered into that certain Tax Abatement Agreement dated September 14, 2015, effective on October 9, 2015 (the "Original Agreement"); and

B. WHEREAS, TIANRUN USA, INC., a Delaware corporation, purchased all of the membership interests in RATTLESNAKE POWER on August 9, 2016; and

C. WHEREAS, due largely to the time required for the acquisition and financing, RATTLESNAKE POWER will not be in a position to complete the construction and installation of the Project before December 31, 2016.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree to amend the Original Agreement as follows:

### AGREEMENT

1. **DEFINITIONS.** In the definition of "Certificate" in Article 1 of the Original Agreement, the word "substantially" is hereby inserted before the word "completed."
2. **DEVELOPMENT OF THE PROJECT.** In Section 5.1 of the Original Agreement, the date "December 31, 2016" is hereby deleted and replaced with "December 31, 2017."
3. **CONDITIONS OF ABATEMENT; COMPLETION.**
  - a. In Section 6.1A.i. of the Original Agreement, the words "substantially all of" are hereby added in the first sentence between the words "install" and "the Project", and the date "December 31, 2016" is hereby deleted and replaced with "December 31, 2017."
  - b. In Section 6.1Aii. of the Original Agreement, the word "original" is deleted.
4. **ABATEMENT.** In Section 6.2 of the Original Agreement, "January 2017" is hereby deleted and replaced with "January 2018."

5. MISCELLANEOUS.

- a. **Definitions.** Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings given such terms in the Original Agreement.
- b. **Entire Agreement.** This Amendment and the Original Agreement, including the exhibits thereto, contain the entire understanding of the Parties with respect to the subject matter thereof and supersedes all prior and contemporaneous discussions, agreements and commitments between the Parties with respect hereto and thereto. There are no agreements or understandings between the Parties respecting the subject matter hereof or thereof, whether oral or written, other than those set forth herein or therein and neither Party has relied upon any representation, express or implied, not contained in the Original Agreement and this Amendment. Except as modified by this Amendment, all provisions of the Original Agreement not otherwise affected by this Amendment, remain in full force and effect. In the event of a conflict between the Original Agreement and the terms of this Amendment, this Amendment shall control.
- c. **Governing Law and Dispute Resolution.** This Amendment shall be construed under the laws of the State of Texas and is performable in McCulloch County, Texas, the location of the Reinvestment Zone, without regard to principles of conflicts of law. Nothing in this Amendment shall be construed to alter or affect the obligations of RATTLESNAKE POWER to comply with any order, rule, statute or regulation of County or the State of Texas.
- d. **Severability.** The invalidity of one or more phrases, sentences, clauses, or sections contained in this Amendment shall not affect the validity of the remaining portions of this Amendment so long as the material purposes of this Amendment can be determined and effectuated.
- e. **Joint Effort.** Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. Any rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment, or any amendments or Exhibits hereto.
- f. **Counterparts.** This Amendment may be executed by the Parties in one or more counterparts, all of which taken together, shall constitute one and the same instrument. The facsimile or .pdf signatures of the Parties shall be deemed to constitute original signatures, and facsimile or .pdf copies hereof shall be deemed to constitute duplicate originals.

IN WITNESS THEREOF, the Parties hereto made and executed this Amendment, signed by their duly authorized officers or individuals, as of the dates listed below.

MCCULLOCH COUNTY, TEXAS  
"County"

RATTLESNAKE POWER, LLC  
"Rattlesnake Power"

By: *Danny Neal*  
Name: DANNY NEAL  
Title: McCulloch County Judge  
Date: 11/21/16

By: *Vikas Rao*  
Name: Vikas Rao - Aourpally  
Title: CEO  
Date: 12/6/2016

ATTEST:

*[Signature]*  
MCCULLOCH COUNTY CLERK

