

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

After recording, return to:

KCE TX 26, LLC

Attn: Legal Department

25 Monroe St., Ste 300

Albany, NY 12210

AMENDMENT NO. 2 TO
ENERGY STORAGE LEASE AND EASEMENT AGREEMENT AND
MEMORANDUM OF ENERGY STORAGE LEASE AND EASEMENT AGREEMENT

This Amendment No. 2 to Energy Storage Lease and Easement Agreement and Memorandum of Energy Storage Lease and Easement Agreement (this "**Amendment**") is entered into to be effective as of December 21, 2023 (the "**Amendment Effective Date**"), between the **Carlton Biermann and Anita Biermann Revocable Trust under instrument dated March 26, 2014** ("**Owner**"), and **KCE TX 26, LLC**, a Delaware limited liability company ("**Lessee**"). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement (defined below).

Recitals

A. Owner and Lessee entered into that certain Energy Storage Lease and Easement Agreement dated December 22, 2020 (the "**Original Agreement**"), as evidenced by Memorandum of Energy Storage Lease and Easement Agreement dated December 14, 2020, which was recorded on January 11, 2021 as Document Number 351144 of the Official Public Records of Kendall County, Texas (the "**Memorandum**"), as amended by that certain Amendment No. 1 to Energy Storage Lease and Easement Agreement and Memorandum of Energy Storage Lease and Easement Agreement, which was recorded on January 10, 2023 as Document Number 376840 of the Official Public Records of Kendall County, Texas (the "**First Amendment**"), together with the Original Agreement, the "**Agreement**") regarding certain real property more particularly described in the Agreement and the Memorandum located in Kendall County, Texas (the "**Property**").

B. Owner and Lessee desire to amend the Agreement and Memorandum as described in this Amendment.

NOW THEREFORE, for and in consideration of mutual covenants and agreements of the parties contained in the Agreement, the Memorandum and this Amendment and other good and



valuable consideration, the receipt and sufficiency of which are agreed and acknowledged, the parties agree as follows:

1. Development Term. The Development Term is hereby extended an additional one year so that it shall expire on December 22, 2024. Development Fees due for the last year of the Development Term shall be in the amount shown on Exhibit A attached hereto, which amount shall be redacted from the version of this Amendment recorded in the Official Public Records. For the avoidance of doubt, the Agreement is hereby reinstated effective as of the Amendment Effective Date.

2. This Amendment may be recorded by Lessee in the Official Public Records of Kendall County, Texas.

3. Lessee and Owner confirm and ratify all of the terms of the Agreement and Memorandum, as amended by this Amendment. As amended by this Amendment, the Agreement and Memorandum shall remain in full force and effect and be binding upon Lessee and Owner in accordance with its terms. Lessee and Owner agree to execute and deliver such additional documentation and take such actions as may be necessary to evidence and effectuate the agreement of the parties set forth in this Amendment. This Amendment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. This Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument. Additionally, the parties, and any third party, may rely on a copy or facsimile of an executed counterpart as if such copy or facsimile were an original.

[remainder of this page intentionally blank]

AL

Executed and delivered to be effective as of the Amendment Effective Date.

OWNER:

**CARLTON BIERMANN AND ANITA BIERMANN
REVOCABLE TRUST UNDER INSTRUMENT DATED
MARCH 26, 2014**

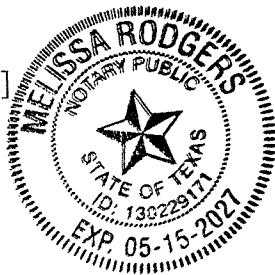
By: *Gregory W. Biemann*
Name: Gregory W. Biemann
Its: Trustee
Date signed: 12/15/23

THE STATE OF Texas §
COUNTY OF Herr §

On the 15th day of December in the year 2023, before me, the undersigned notary public, personally appeared **Gregory W. Biemann**, Trustee of the Carlton Biemann and Anita Biemann Revocable Trust under instrument dated March 26, 2014, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, he executed the instrument on behalf of said trust.

Melissa Rodgers
Notary Public, State of Texas

[Seal]



AR

LESSEE:

KCE TX 26, LLC,
a Delaware limited liability company

By: HA
Name: Maria Z Roberts
Title: Director Development / Authorized Representative
Date signed: 12/21/23

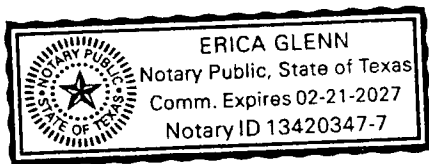
THE STATE OF TX §
§
COUNTY OF Harris §

On the 21 day of December in the year 2023 before me, the undersigned, personally appeared Maria Beam Z Roberts, Authorized Representative of KCE TX 26, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by his/her signature on the instrument, the limited liability company, executed the instrument.

EG

Notary Public, State of Texas

[Seal]



AR

**Kendall County
Denise Maxwell
Kendall County
Clerk**

Instrument Number: 386217

eRecording - Real Property

AMENDMENT

Recorded On: January 18, 2024 09:05 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$37.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

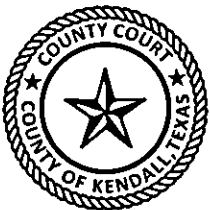
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 386217
Receipt Number: 20240118000006
Recorded Date/Time: January 18, 2024 09:05 AM
User: Paula P
Station: cclerk06

Record and Return To:

Corporation Service Company



**STATE OF TEXAS
COUNTY OF**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Kendall County, Texas.**

Denise Maxwell
Kendall County Clerk
Kendall County, TX

Denise Maxwell