

RESOLUTION NO. 35-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, CONSENTING TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND BETWEEN CANADIAN SOLAR US MODULE MANUFACTURING CORPORATION, A DELAWARE CORPORATION (“ASSIGNOR”), AND MESQUITE MODULES CORPORATION, A DELAWARE CORPORATION (“ASSIGNEE”), OF ASSIGNOR’S INTEREST IN THAT CERTAIN CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF MESQUITE, TEXAS, EFFECTIVE JULY 11, 2023, AND FIRST AMENDMENT TO ECONOMIC DEVELOPMENT PROGRAM AGREEMENT, EFFECTIVE DECEMBER 16, 2025, AND SECOND AMENDMENT LETTER AGREEMENT TO ECONOMIC DEVELOPMENT PROGRAM AGREEMENT, DATED JULY 21, 2026, FOR THE DEVELOPMENT OF 3000 SKYLINE DRIVE AND 2800 SKYLINE DRIVE, MESQUITE, TEXAS, AND AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE ASSIGNMENT AND ASSUMPTION AGREEMENT AND ADMINISTER IT ON BEHALF OF THE CITY.

WHEREAS, on or about and effective on July 11, 2023, the City of Mesquite, Texas (“City”), entered into that certain Economic Development Program Agreement (Chapter 380 Agreement) by and between the City and Canadian Solar US Module Manufacturing Corporation, a Delaware Corporation (“Assignor”) (the “**Original Agreement**”); and

WHEREAS, on or about and effective on December 16, 2025, the City and Assignor entered into that certain First Amendment to Economic Development Program Chapter 380 Agreement (“**First Amendment**”); and

WHEREAS, on or about and effective on July 21, 2026, the City and Assignor entered into that certain Second Amendment Letter Agreement to Economic Development Program Chapter 380 Agreement (“**Second Amendment**”); and

WHEREAS, the Original Agreement, the First Amendment, and the Second Amendment are collectively referenced herein as the “**380 Agreement**”; and

WHEREAS, Assignor desires to enter into an Assignment and Assumption Agreement with Mesquite Modules Corporation, a Delaware corporation (“**Assignee**”), substantially in the form attached hereto as Exhibit A and incorporated herein by reference (the “**Assignment**”), under which Assignor will assign to Assignee, and Assignee will assume from Assignor, all of Assignors’ rights, duties, and obligations, and liabilities to timely keep and perform all terms, provisions, agreements, covenants, conditions, and obligations of Assignor under the terms of the 380 Agreement; and

WHEREAS, the 380 Agreement requires the consent of the City to any assignment of the 380 Agreement by Assignor and Assignor has requested that the City consent to the Assignment to the Assignee; and

Eco Dev / Consenting to the Assignment by Canadian Solar US Module Manufacturing Corporation to Mesquite Modules Corporation
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WHEREAS, pursuant to the terms of the Assignment, the City is willing to grant its consent to the Assignment conditioned on a fully executed copy of the Assignment being provided to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the statements, facts, findings, and recitals set forth above are hereby found and declared to be true and correct and are incorporated into this Resolution and adopted as part of this Resolution for all purposes.

SECTION 2. The City Council finds and determines that the conditional consent by the City to the Assignment, and in accordance with the terms of the Assignment, is in the best interest of the City and its citizens.

SECTION 3. The City Council hereby authorizes the City Manager to finalize and execute the Assignment substantially in the form attached hereto as Exhibit A for the purpose of evidencing the City's conditional consent to the Assignment in accordance with the terms of the Assignment, to execute such other documents as necessary to facilitate performance of the Assignment and to administer the Assignment on behalf of the City.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 21st day of September 2026.

Signed by:

Daniel Alemán, Jr.

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Daniel Alemán, Jr.
Mayor

ATTEST:

DocuSigned by:

Sonja Land

C2518095973F46A...

Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:

Signed by:

David L. Paschall

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David L. Paschall
City Attorney

EXHIBIT A**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Agreement**”) is made and entered into as of this ____ day of _____, 2026 (“**Effective Date**”), by and between Canadian Solar US Module Manufacturing Corporation, a Delaware corporation (“**Assignor**”), and Mesquite Modules Corporation, a Delaware corporation (“**Assignee**”). Assignor and Assignee are collectively referenced herein as the “**Parties**” and sometimes individually referred to as a “**Party**.”

RECITALS

WHEREAS, on or about July 11, 2023, Assignor entered into that certain Economic Development Program Agreement by and between the City of Mesquite, Texas (“**City**”), and Assignor (the “**Original Agreement**”); and

WHEREAS, on December 16, 2025, City and Assignor entered into that certain First Amendment to Economic Development Program Agreement (“**First Amendment**”); and

WHEREAS, by letter dated July 21, 2026, the City and Assignor entered into that certain letter agreement amendment to Economic Development Program Agreement (“**Second Amendment**”); and

WHEREAS, the Original Agreement, First Amendment and Second Amendment are collectively referenced herein as the “**Economic Development Agreement**”; and

WHEREAS, in accordance with the terms of the Economic Development Agreement, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s rights, duties, obligations and liabilities to timely keep and perform all terms, provisions, agreements, covenants, conditions and obligations of Assignor under the terms of the Economic Development Agreement from and after the Effective Date (collectively, the “**Economic Development Agreement Obligations**”); and

WHEREAS, the City is willing to grant its prior written and conditional consent to Assignor’s assignment of the Economic Development Agreement to Assignee as provided in this Agreement, in accordance with section 1 of Article XIII of the Economic Development Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions/Recitals Incorporated. Unless otherwise defined in this Agreement, all capitalized terms used herein shall have the meanings ascribed to such terms in the Economic Development Agreement. The recitals set forth hereinabove in this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

2. Assignment. Assignor hereby transfers, assigns and sets over to Assignee, its permitted successors and assigns, all of Assignor's right, title, and interest in, to and under the Economic Development Agreement ("**Assignment**"), it being acknowledged and agreed by Assignor that from and after the Effective Date, and satisfaction of all conditions enumerated in Section 6 of this Agreement, Assignor shall have no rights or interest with respect to the Economic Development Agreement.

3. Assumption. Assignee hereby accepts the Assignment and assumes and agrees to be bound by and timely keep and perform the Assignor's Economic Development Agreement Obligations arising from and after the Effective Date of this Agreement.

4. INDEMNITY. ASSIGNOR HEREBY INDEMNIFIES AND HOLDS HARMLESS ASSIGNEE FROM AND AGAINST ANY AND ALL LIABILITIES, COSTS, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COSTS AND DISBURSEMENTS AND COSTS INCURRED IN CONNECTION WITH THE ENFORCEMENT OF THE FOREGOING INDEMNIFICATION OBLIGATION) ARISING OUT OF THE ECONOMIC DEVELOPMENT AGREEMENT PRIOR TO THE EFFECTIVE DATE. ASSIGNEE HEREBY INDEMNIFIES AND HOLDS HARMLESS ASSIGNOR FROM AND AGAINST ANY AND ALL LIABILITIES, COSTS, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COSTS AND DISBURSEMENTS AND COSTS INCURRED IN CONNECTION WITH THE ENFORCEMENT OF THE FOREGOING INDEMNIFICATION OBLIGATION) ARISING OUT OF THE ECONOMIC DEVELOPMENT AGREEMENT FROM AND AFTER THE EFFECTIVE DATE.

5. Representations. Assignor represents and warrants that there are no defaults by Assignor under the Economic Development Agreement. The Parties represent each is duly formed, validly existing and in good standing under the laws of the state of their formation and that both are duly authorized to transact business in the State of Texas. Each Party represents that is has the full power and authority to enter into and fulfill its obligations under this Agreement and that the person signing this Agreement on behalf of the Party has the authority to sign this Agreement on behalf of the Party.

6. The Conditional Consent of the City.

A. Subject to the terms provided in this Agreement, the City, by its execution below, hereby expressly and conditionally consents to the assignment of the Economic Development Agreement by Assignor to Assignee, and the assumption by Assignee of Assignor's interest in the Economic Development Agreement Obligations, as set forth in this Agreement, which consent is subject to the provisions of this Section 6 and the effectiveness of which is conditioned upon the timely and complete performance and satisfaction of the following condition precedent:

- (i) Notwithstanding Section 8 of this Agreement, an original of this Agreement fully executed by the Parties shall be provided to the City on or before September 30, 2026.

B. In the event the foregoing condition precedent is not timely and completely satisfied, the Conditional Consent of the City is void and of no effect whatsoever. The Release provided in Section 7 of this Agreement, however, will remain in full force and effect in this event.

C. This Conditional Consent of the City applies only to the specific transaction set forth in this Agreement and does not constitute a waiver of the necessity for such consent to any subsequent assignment of the Economic Development Agreement.

D. This Conditional Consent of the City does not consent to any terms in contravention of any provision of the Economic Development Agreement and does not in any manner constitute an amendment to the Economic Development Agreement.

E. Notwithstanding any other provision in this Agreement, this Conditional Consent of the City does not release Assignor from any liability that resulted from an act or omission of Assignor that occurred prior to the Effective Date of this Agreement.

F. The Conditional Consent of the City does not in any manner constitute a representation or warranty of any kind with respect to the Economic Development Agreement or any matter relating to such agreements.

7. Assignor's Unilateral and Global Release of the City and Indemnification Agreement. In exchange for the agreement of the City to provide the foregoing Conditional Consent and \$10.00, which Assignor acknowledges as good and valuable consideration for this unilateral and global release and indemnification agreement even in the event the Conditional Consent should become void and of no effect whatsoever as a result of the failure of the condition precedent to the effectiveness of the Conditional Consent, Assignor does hereby forever release, acquit and discharge the City, its past, present and future officers, councilmembers, employees, sureties, insurers, reinsurers, underwriters, risk pools (including the Texas Municipal League Intergovernmental Risk Pool), agents, successors, assigns, personal representatives, attorneys and other representatives (collectively the **"Released Parties"**), from the beginning of the world to the Effective Date of this Agreement, from any and all claims, demands, causes of action and damages of whatever kind or character, including but not limited to those arising directly or indirectly under the Economic Development Agreement including all conduct thereunder, whether statutory, contractual or in equity, known or unknown, fixed or contingent, liquidated or unliquidated, which Assignor now has or had in the past. Assignor represents and warrants that as of the Effective Date of this Agreement that Assignor has not assigned any such claims. **ASSIGNOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES AGAINST THE FULL AMOUNT OF ANY LIABILITY, LOSS, CLAIM, DAMAGE OR EXPENSE (INCLUDING ATTORNEYS' FEES INCURRED AND ANY JUDGMENT REQUIRED TO BE PAID) IN CONNECTION WITH ANY CLAIM OR DEMAND MADE AGAINST A RELEASED PARTY WHICH CLAIM OR DEMAND ARISES OUT OF THE CLAIMS RELEASED HEREIN BY ASSIGNOR.** This release is global in nature and not limited by any of the foregoing, and extends to and includes any and all matters and causes of action regardless of any legal theory that may be asserted including but not limited to breach of contract, implied covenants, negligence, misrepresentation, specific performance or other

contractual or equitable remedy, or violation of any local, state or federal statute, rule or regulation, and all types of damages including but not limited to loss of income or profits, property damages, consequential and punitive damages, and attorneys' fees, whether or not they have fully matured or are appreciated at this time. Assignor represents and warrants that Assignor grants this unilateral and global release and indemnity agreement upon the freewill and judgment of the authorized persons signing on behalf of Assignor and such persons state by signing this Agreement that such persons, nor anyone else acting for or on behalf of Assignor, were not induced to grant this unilateral and global release by any statement, act or representation of any kind or character on the part of the Released Parties.

8. Miscellaneous. This Agreement: (i) may be executed in multiple counterparts (whether original, facsimile, portable document format or otherwise), all of which taken together constitute one and the same instrument; (ii) may not be canceled, modified or amended except by written instrument executed by all Parties hereto and upon the written consent of the City, which consent shall be at the sole and absolute discretion of the City; (iii) contains the entire agreement between the Parties hereto and is entered into after full investigation, with neither Party relying upon any statement or representation made by another, including the City, not contained in this Agreement; and (iv) shall apply to and bind the permitted successors and assigns of Assignee and Assignor. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Notwithstanding the foregoing, if any part or all of Section 7 of this Agreement is determined to be invalid or unenforceable, then the remainder and all of this Agreement shall be invalid and unenforceable.

9. The notice address for Assignee for purposes of Section 2 of the Economic Development Agreement is as follows:

With a copy to:

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

ASSIGNOR:

Canadian Solar US Module Manufacturing Corporation

By: _____

Name:

Its:

STATE OF TEXAS §

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COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2026, by _____, in his or her capacity as _____ of Canadian Solar US Module Manufacturing Corporation, a Delaware corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

ASSIGNEE:

MESQUITE MODULES CORPORATION

By: _____

Name:

Title:

STATE OF TEXAS

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COUNTY OF DALLAS

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This instrument was ACKNOWLEDGED before me on _____, 2026, by _____, in his or her capacity as _____ of Mesquite Modules Corporation, a Delaware corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

Execution hereof on behalf of the City of Mesquite, Texas is for purposes of the City's Conditional Consent only. By its execution, the City does not affirm any representation made in the Assignment by the Parties.

CITY:

CITY OF MESQUITE

By: _____

Name: Cliff Keheley

Title: City Manager

STATE OF TEXAS

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COUNTY OF DALLAS

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This instrument was ACKNOWLEDGED before me on _____, 2026, by Cliff Keheley, in his/her capacity as City Manager of the CITY OF MESQUITE, on behalf of said City.

NOTARY PUBLIC, State of Texas