

UNDERWOOD

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November 12, 2025

Jo Ann Reyes, Analyst
Data Analysis and Transparency Division
Texas Comptroller of Public Accounts
P.O. Box 13528 Capitol Station
Austin TX 78711-3528

Via Email

Re: App No. 1137 – Littlefield ISD – CDI Texas, LLC

Dear Jo Ann:

Enclosed please find a hard copy of the fully executed Amendment No. 2 to the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes between the above-noted parties.

Please feel free to contact us if you require anything further.

Sincerely,



Fred A. Stormer

Encl.
4577846

cc: Chief Appraiser,
Kent County Appraisal District
Jim Cihak, CFO & COO
Sean Kennerty, VP
Greg Maxim, Cummings Westlake
Mitch McNeese, Superintendent, Littlefield ISD

via email: kentco@caprock-spur.com

via email: jcichak@woodbinedevelopment.com

via email: skennerty@woodbinedevelopment.com

via email: gmaxim@cwlp.net

AMENDMENT NO. 2
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN LITTLEFIELD INDEPENDENT SCHOOL DISTRICT
AND CONTINENTAL DAIRY FACILITIES SOUTHWEST, LLC
(Comptroller Application No. 1137)

This **AMENDMENT NO. 2 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this "**Amendment No. 2**") is entered into by and between **LITTLEFIELD INDEPENDENT SCHOOL DISTRICT** (the "**District**"), a lawfully created independent school district of the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **CONTINENTAL DAIRY FACILITIES SOUTHWEST, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32057539804 ("**Applicant**"). The Applicant and the District may hereafter be referred together as the "**Parties**" and individually as a "**Party**." Undefined capitalized terms herein shall have the meaning given to them in the Agreement (as defined below).

WHEREAS, on or about December 1, 2016, pursuant to Chapter 313 of the TEXAS TAX CODE, after conducting a public hearing on the matter, the District made factual findings (the "**Findings of Fact**"), and passed, approved, and executed that certain Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, dated December 1, 2016, by and between the District and Applicant, which was later amended by Amendment No. 1, dated June 19, 2017 (collectively, the "**Agreement**");

WHEREAS, pursuant to Sections 10.2 and 10.3 of the Agreement, Applicant has notified District that it has (i) transferred and assigned any and all interest in the Project that is the subject of the Agreement to **CDI TEXAS, LLC**, a limited liability company, Texas Taxpayer Identification Number 32102240739 and requests to amend the Agreement to reflect such entity as the Applicant and update certain information in the Application;

WHEREAS, the Parties agree to modify the Agreement to the extent necessary to comport with the foregoing requested change;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the "**Comptroller**") of the Amendment after Execution No. 2, including an assignment on the Chapter 313 Agreement Assignment Information Sheet, and the request for this Amendment No. 2 on November 7, 2025, and the Comptroller approved the form of this Amendment No. 2 on November 24, 2025; and

WHEREAS, on December 15, 2025, after conducting a public hearing and providing interested persons an opportunity to be heard on the matter, the Board of Trustees determined that this Amendment No. 2 is in the best interest of the District and the State of Texas and is consistent with and authorized by Chapter 313 of the TEXAS TAX CODE, as that statute existed immediately prior to its expiration pursuant to Section 313.171(a), and hereby approves this Amendment No. 2 and authorizes the District's representative, whose signature appears below, to execute and deliver such Amendment No. 2 to the Applicant.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual benefits to be derived by the Parties and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, and in compliance with Section 10.2 of the Agreement, the undersigned Parties intending to be legally bound, do hereby covenant and agree as follows:

1. **Amendments.** The Agreement is hereby amended as follows:

- a. **References to Applicant.** Any and all references to Applicant in the Application, Agreement and Findings of Facts are hereby amended and modified to reflect that CDI Texas, LLC is the Applicant and solely liable and responsible for compliance with any and all terms of the Agreement, including without limitation, all payment obligations and reporting requirements.
- b. **Notice to Applicant.** All notices to the Applicant, pursuant to Section 10.1 of the Agreement, should be addressed as follows:

CDI Texas, LLC
Attn: Jim Cihak, CFO & COO
1845 Woodall Rodgers, Suite 1700
Dallas, TX 75201
Phone #: (214) 855-6065
Email: jcichak@woodbinedevelopment.com

and

CDI Texas, LLC
Attn: Sean Kennerty, VP of Asset Management
1845 Woodall Rodgers, Suite 1700
Dallas, TX 75201
Phone #: (214) 855-6000
Email: skennerty@woodbinedevelopment.com

2. **Effect.** Except as modified and amended by the terms of this Amendment No. 2, all of the terms, conditions, provisions and covenants of the Agreement are ratified and shall remain in full force and effect, and the Agreement and this Amendment No. 2 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 2 and the Agreement; the terms of this Amendment No. 2 shall prevail. A copy of this Amendment No. 2 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's internet website. A copy of this Amendment No. 2 shall be recorded with the official Minutes of the meeting at which it has been approved and a copy of this Amendment No. 2 shall also be recorded with the Findings of Fact in the official Minutes of the meeting of December 1, 2016.

3. **Fees for Amendment.** Applicant agrees to pay District's legal fees to the District's attorneys in an amount not to exceed \$7,500.00 plus any costs associated with this Amendment No. 2, within 15 days of Applicant's receipt of the invoice from District's counsel, without any further action required by or from District's counsel.

4. **Binding on Successors and Assigns.** The Agreement, as amended by this Amendment No. 2, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.

5. **Counterparts.** This Amendment No. 2 may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

6. **Electronic Delivery.** This Amendment No. 2 may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by email). The executing Party agrees to promptly deliver a complete, executed original or counterpart of this Amendment No. 2 to the other executing Parties. This Amendment No. 2 shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

IN WITNESS HEREOF, the District and Applicant have caused this Amendment No. 2 to be executed and delivered by their duly authorized representatives as of the Effective Date below.

APPROVED AND EFFECTIVE as of the 15 day of December, 2025.

**CONTINENTAL DAIRY FACILITIES
SOUTHWEST, LLC**

BY: DocuSigned by:
Bill Redmond
E5B6C7D720C5402

NAME: Bill Redmond
TITLE: Chief Financial Officer

**LITTLEFIELD INDEPENDENT SCHOOL
DISTRICT**

BY: [Signature]

NAME: Reese Rogers
TITLE: Board President

CDI TEXAS, LLC

BY: DocuSigned by:
[Signature]
A18CA70B52E0406

NAME: Kristopher L. Harman
TITLE: Authorized Representative

DISTRICT ATTEST:

BY: [Signature]

NAME: Harry Velda
TITLE: BOARD SECRETARY