

UNDERWOOD

FRED STORMER
Phone: 806.379.0306
Fax: 806.379.0316
www.uwlaw.com
Fred.Stormer@uwlaw.com

ADDRESS:
500 S. Taylor Street
Suite 1200, LB 233
Amarillo, TX 79101-2446
MAILING ADDRESS:
P.O. Box 9158
Amarillo, TX 79105-9158

June 30, 2017

Ms. Deisy Perez, Analyst
Economic Analysis
Local Government Assistance and Economic Development Division
Texas Comptroller of Public Accounts
LBJ State Office Building
111 E. 17th Street
Austin, TX 78774

Via Email and Federal Express

Re: App 1137-Littlefield ISD – Continental Dairy Facilities Southwest, LLC

Dear Ms. Perez:

Enclosed please find a hard copy of the fully executed Amendment No. 1 to the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes between the above-noted parties. A CD containing this document is also enclosed.

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

Sincerely,



Fred. A. Stormer

FASph
Encl.
M2V8R8YE0DDL94
cc: Wes Jackson, Cummings Westlake, LLC

**AMENDMENT NO. 1
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
APPLICATION NO. 1137**

This Amendment No. 1 to the Agreement For Limitation On Appraised Value Of Property For School District Maintenance And Operations Taxes, dated as of December 1, 2016 (“**Amendment No. 1**”), is executed and delivered 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 (“**TEC**”), 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 to together as the “**Parties**” and individually as a “**Party**.”

WITNESSETH:

WHEREAS, on or about December 1, 2016, pursuant to Chapter 313 of the Texas Tax Code (the “**Code**”), after conducting a public hearing on the matter, the District made factual findings, and passed, approved, and executed (i) that certain Limitation on Appraised Value Agreement for Littlefield Independent School District dated December 1, 2016, by and between the District and the Applicant (the “**Agreement**”) and (ii) those certain Findings of Fact of the District (“**Findings**”). Undefined capitalized terms herein shall have the meaning given to them in the Agreement;

WHEREAS, the Parties have discovered that the Agreement contained an erroneous recital indicating that the District had waived the job creation requirement, however, Applicant had not requested a job waiver and the District did not include a job waiver in the Findings;

WHEREAS, the Parties desire to correct the erroneous reference to a job waiver;

WHEREAS, on June 19, 2017, 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. 1 is in the best interest of the District and the State of Texas and is consistent with and authorized by Chapter 313 of the Code, and hereby approves the form of this Amendment No. 1 and authorizes the District’s representative, whose signature appears below, to execute and deliver this Amendment No. 1 to the Applicant;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree to amend the Agreement as follows:

1. **Amendment.** The following recital on page 2 of the Agreement is hereby removed and deleted in its entirety:

“**WHEREAS**, on December 1, 2016, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.051(b) the TEXAS TAX CODE;”

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

3. **Binding on Successors and Assigns.** The Agreement, as amended by this Amendment No. 1, 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.

4. **Counterparts.** This Amendment No. 1 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.

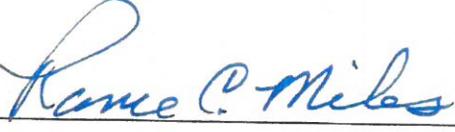
IN WITNESS HEREOF, the District and Applicant have caused this Amendment No. 1 to be executed and delivered by their duly authorized representatives as of the Effective Date.

[signatures follow on next page]

APPROVED AND EFFECTIVE as of the 19th day of June, 2017.

**CONTINENTAL DAIRY FACILITIES
SOUTHWEST, LLC**

**LITTLEFIELD INDEPENDENT SCHOOL
DISTRICT**

BY: 
NAME: RANCE C. MILES
TITLE: CFO

BY: 
NAME: LANCE BROADBENT
TITLE: PRESIDENT

ATTEST:

BY: 
NAME: Pat Demel
TITLE: VP