

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

December 20, 2019

Tabita Collazo, Research Analystist
Economic Development and Analysis Division
Texas Comptroller of Public Accounts
111 E. 17th St.
Austin, TX 78774

Via Email and Federal Express

Re: App No. 1276 – Ector County ISD-Oberon Solar IA, LLC

Dear Tabita:

Enclosed please find a hard copy of the fully executed Amendment No. 2 to 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

FAS/ph
Encl.

**AMENDMENT NO. 2
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT AND OBERON
SOLAR IA, LLC**

(Comptroller Application No. 1276)

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 **ECTOR COUNTY 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 **OBERON SOLAR IA, LLC**, a Delaware limited liability company duly qualified to do business in the State of Texas, Texas Taxpayer Identification Number 32068876120 (“**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 18, 2018, 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 18, 2018, by and between the District and Applicant (the “**Agreement**”);

WHEREAS, on or about June 18, 2019, the Agreement was assigned by the original Applicant, Oberon Solar LLC, to the successor Applicant, Oberon Solar IA, LLC.

WHEREAS, on October 15, 2019, pursuant to Section 10.2 of the Agreement, the Applicant requested to modify tabs 7 and tabs 8; update the qualified property map in tab 11 in the Application, which requires amending Exhibits 3 and 4 in the Agreement, including the map attached to Exhibit 4;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of the Amended Application and the request for this Amendment No. 2, and the Comptroller issued its notice of completeness and issued its amended certification of the Amended Application on October 31, 2019, and approved the form of this Amendment No. 2 on December 11, 2019; and

WHEREAS, on December 11, 2019, 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, 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 to amend the Agreement as follows:

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

- A. Exhibits 3 and 4 of the Agreement are hereby amended, restated, and replaced in their entirety, respectively, with the Exhibits 3 and 4 attached to this Amendment No. 2.

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 Findings of Fact and 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 and the Findings of Fact 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 or this Amendment No. 2 and the Findings of Fact; 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 was approved and of the meeting on December 18, 2018.

3. **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. This Amendment represents the entire understanding the Parties as to those matters contained in this Amendment, and supersedes any prior oral or written understanding, promises or representatives with respect to those matters covered in this Amendment, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

4. **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.

[signatures follow on next page]

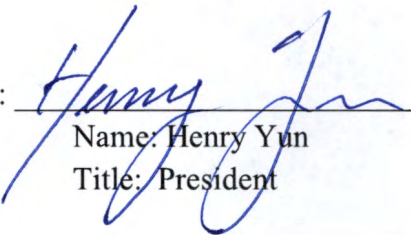
IN WITNESS HEREOF, the District and Applicant have caused this Amendment No. 2 to be executed and delivered by their duly authorized representatives on this 17th day of December, 2019.

Oberon Solar IA, LLC

Ector County Independent School District

By: Hanwha Energy USA Holdings
Corporation d/b/a 174 Power Global
Its: Manager

By: _____
PRESIDENT, BOARD OF TRUSTEES

By: 
Name: Henry Yun
Title: President

ATTEST:

By: _____
SECRETARY, BOARD OF TRUSTEES

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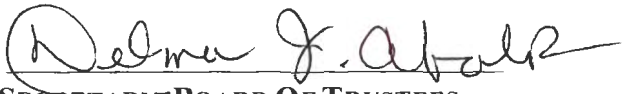
By: 
SECRETARY, BOARD OF TRUSTEES
Vice President,

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

Applicant's Qualified Investment that is subject to this Agreement shall be all tangible personal property first placed in service after December 18, 2018, owned by the Applicant, as more fully described in Tab 7 of the Application and **EXHIBIT 4** below, and located within the boundaries of the Ector County Independent School District and the project boundaries depicted on the map attached to **EXHIBIT 1**.

Applicant proposes to develop a utility-scale, grid-connected solar photovoltaic energy (PV) plant, which will be located entirely within the Ector County Independent School District.

The project is estimated to have a 150 megawatt (MW) minimum and potentially larger as feasibility is improved via economic development incentives. The project is to be constructed on approximately 1,266 acres, which is part of a long-term lease agreement with local landowners.

The proposed project will include the following:

- Minimum, nominal 150 MW-AC in size;
- Hanwha Q CELLS PV modules;
- DC-to-AC inverters;
- Medium and high-voltage electric cabling;
- Single axis tracking system (mounting structures);
- Project substation which will include a high-voltage transformer, switchgear, transmission equipment, telecommunications and SCADA equipment, among other things;
- High-voltage transmission line connecting the project to the grid (gen tie);
- Operations and maintenance (O&M) building including telecommunications and computing equipment, among other things;
- Meteorological equipment to measure solar irradiance and other weather conditions; and
- Associated equipment to safely operate, maintain and deliver electricity to the grid; and a
- Security fence.

LEGEND

- PROPERTY LINE
- FENCE LINE
- ROAD
- OVERHEAD ELECTRICAL
- SETBACK

NOTES:

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CLIENT IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE APPROPRIATE AGENCIES AND ADJACENT PROPERTY OWNERS.
3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS FROM THE APPROPRIATE AGENCIES AND ADJACENT PROPERTY OWNERS.
4. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS FROM THE APPROPRIATE AGENCIES AND ADJACENT PROPERTY OWNERS.

PROPERTY INFORMATION

OWNER	ACREAGE	ADDRESS
JOHN DOE	10.5	12345 Main St, Anytown, IA
JANE SMITH	15.2	56789 Oak St, Anytown, IA
JOHN DOE	10.5	12345 Main St, Anytown, IA
JANE SMITH	15.2	56789 Oak St, Anytown, IA

OVERALL SITE LAYOUT

31°43'02.57"N, 102°42'28.87"W
ECTOR COUNTY, TX
SITE LOCATION

POWER GLOBAL

REVAMP

CELLS

EXHIBIT 3

EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

This Agreement covers all qualified property that Oberon Solar IA, LLC plans to construct for an estimated 150 MW photovoltaic solar energy facility in Ector County, located entirely within Ector County ISD. The Qualified Property includes:

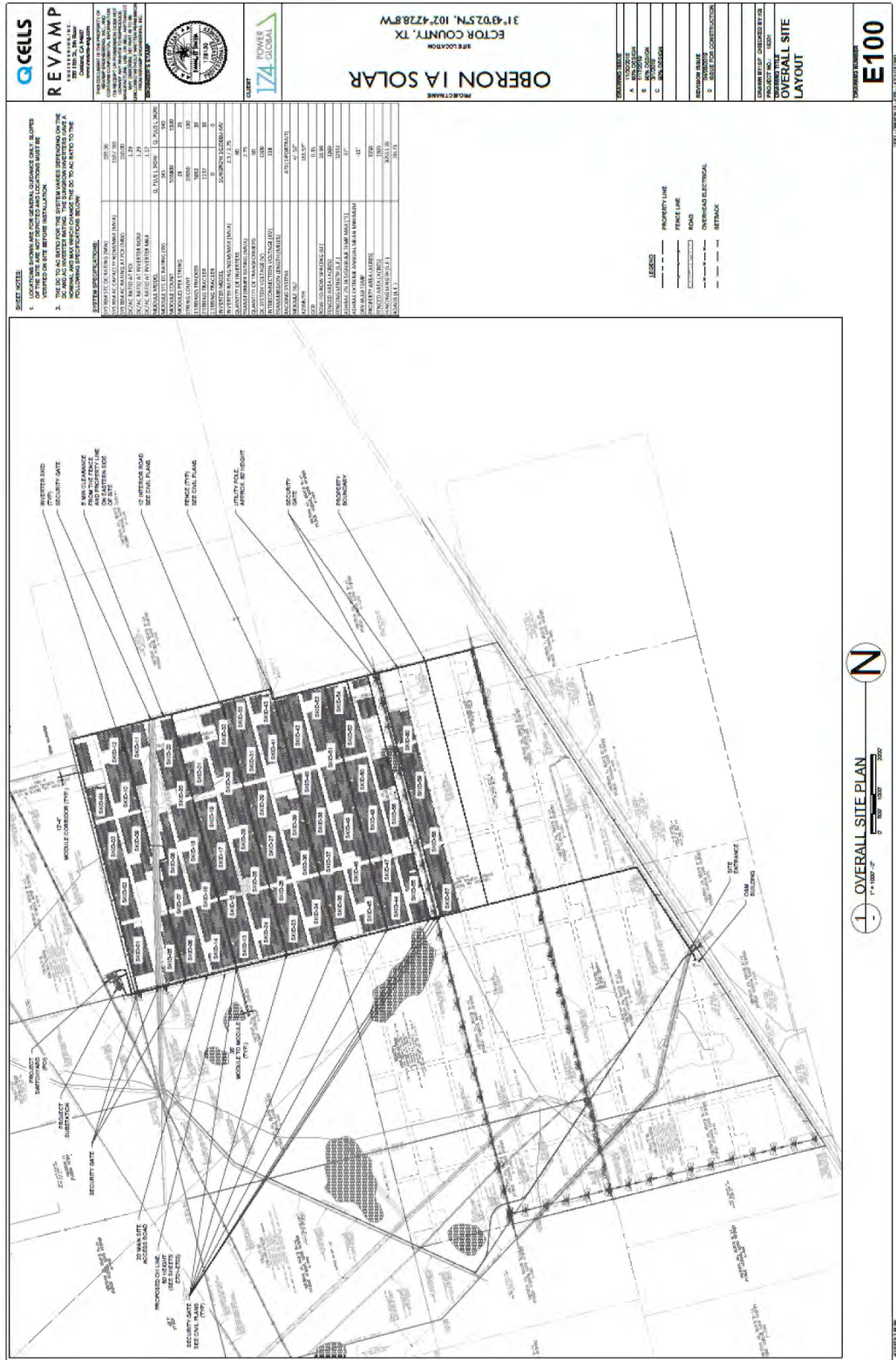
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- Associated equipment to safely operate, maintain and deliver electricity to the grid; and a
- Security fence.

MAP QUALIFIED PROPERTY



Amendment to Agreement for Limitation on Appraised Value
Between Ector County ISD and Oberon Solar IA, LLC
December 8, 2018
Amended December 17, 2019

*Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2016)*