

AMENDMENT NO. 2
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES BETWEEN MCCAMEY
INDEPENDENT SCHOOL DISTRICT AND ROADRUNNER SOLAR PROJECT, LLC, ENEL GREEN
POWER ROADRUNNER SOLAR PROJECT II
(Comptroller Application No. 1300)

This **AMENDMENT NO. 2 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (“**Amendment No. 2**”) is entered into by and between **MCCAMEY 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 **ROADRUNNER SOLAR PROJECT, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 3206780817 and **ENEL GREEN POWER ROADRUNNER SOLAR PROJECT II** a Delaware limited liability company, Texas Taxpayer Identification Number 32069619917 (“**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 May 15, 2019, 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 May 15, 2019, by and between the District and Applicant (the “**Agreement**”);

WHEREAS, on May 15, 2019, the District accepted an Amended Application and approved the Amended Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes dated May 15, 2019, by and between the District and Applicant (the “**Amendment No. 1**”);

WHEREAS, on October 23, 2019, pursuant to Section 10.2 of the Agreement, the Applicants submitted Amendment No. 2 and requested to add an affiliate; update the applicant’s business structure, and update the combined group membership status for the Applicant (“**Amendment No. 2**”) (Amendment Nos. 1 and 2 will be hereinafter referred to as the “**Amendments**”);

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 July 9, 2020, and approved the form of this Amendment No. 2 on July 9, 2020; and

WHEREAS, on July 30, 2020, 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 Board President and Secretary to execute and deliver Amendment No. 2 to the Applicant;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual benefit 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 agree to amend the Agreement as follows:

1. **Amendment No. 2.** The Agreement is amended as follows:

- a. The Agreement is amended to change the following definition:

“Applicant” means ROADRUNNER SOLAR PROJECT, LLC (Texas Taxpayer ID 32067808017), ENEL GREEN POWER ROADRUNNER SOLAR PROJECT II (Texas Taxpayer ID 32069619917), the entities listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

- b. The Agreement is amended to include affiliate name and Texas Taxpayer ID number for the following additional Applicant listed in the Amendment No. 2 dated October 23, 2019:

Enel Green Power Roadrunner Solar Project II, LLC
Texas Taxpayer ID No. 32069619917

- c. The Agreement is amended to update Section 10.1.B. of the Agreement as follows:

Notices to the District shall be addressed to the District’s Authorized Representative as follows:

To the District

With Copy to

Name:	McCamey Independent School District	Sara Leon & Associates, LLC
Attn:	Superintendent Michael Valencia or his successor	Sara Hardner Leon
Address:	Drawer 1069 112 E. 11 th Street	2901 Via Fortuna, Suite 475
City/Zip:	McCamey, TX 79752	Austin, TX 78746
Phone :	(432) 652-3666	Phone : 512.637.4244
Fax :	(432) 652-4219	Fax : 512.637.4245
Email:	rgolson@mcisd.esc18.net	saraleongroup@saraleonlaw.com

- 2. **Effect.** Except as modified and amended by the terms of the Amendments, 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 Amendments shall be deemed to constitute a single instrument or document and the Findings of Fact and the Amendments 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 has been approved on July 30, 2020.

3. **Binding on Successors and Assigns.** The Agreement, as amended by the Amendments, 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. 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.

IN WITNESS WHEREOF, the District and Applicant have caused this Amendment No. 2 to be executed and delivered by their duly authorized representatives on this 30th day of July, 2020.

**ROADRUNNER SOLAR PROJECT, LLC,
ENEL GREEN POWER ROADRUNNER
SOLAR PROJECT II**

MCCAMEY INDEPENDENT SCHOOL DISTRICT

BY: _____
AUTHORIZED REPRESENTATIVE

BY: 
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

BY: 
SECRETARY, BOARD OF TRUSTEES

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 on July 30, 2020.

3. **Binding on Successors and Assigns.** The Agreement, as amended by the Amendments, 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. 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.

IN WITNESS WHEREOF, the District and Applicant have caused this Amendment No. 2 to be executed and delivered by their duly authorized representatives on this 30th day of July, 2020.

**ROADRUNNER SOLAR PROJECT, LLC,
ENEL GREEN POWER ROADRUNNER
SOLAR PROJECT II, LLC**

By: _____

AUTHORIZED REPRESENTATIVE

Georgios Papadimitriou
CEO

MCCAMEY INDEPENDENT SCHOOL DISTRICT

By: _____

PRESIDENT, BOARD OF TRUSTEES

ATTEST:

By: _____

SECRETARY, BOARD OF TRUSTEES