

**AMENDMENT NO. 1  
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR  
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES  
BETWEEN PAINT ROCK INDEPENDENT SCHOOL DISTRICT AND 225DD 8ME  
LLC**

*(Comptroller Application No. 1344)*

This **AMENDMENT NO. 1 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this “**Amendment No. 1**”) is entered into by and between **PAINT ROCK 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 **225DD 8ME LLC**, a Texas limited liability company, Texas Taxpayer Identification Number 32068176133 (“**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 September 9, 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 September 9, 2019, by and between the District and Applicant (the “**Agreement**”);

**WHEREAS**, on December 20, 2019, pursuant to Section 10.2 of the Agreement, the Applicant requested to modify tab 11 and update the Qualified Property Map with 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. 1, and the Comptroller issued its notice of completeness and issued its amended certification of the Amended Application on February 11, 2020, and approved the form of this Amendment No. 1 on February 12, 2020; and

**WHEREAS**, on February 27, 2020, 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 Texas Tax Code, and hereby approves this Amendment No. 1 and authorizes the Board President and Secretary or in the event the Board President and Secretary are unavailable or have disclosed a conflict of interest, the Board of Trustees has authorized the Board Vice President, to execute and deliver such Agreement 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 agree to amend the Agreement as follows:

1. **Amendments.** The Agreement is hereby amended as follows:
  - A. Updated Tab 11 Maps, (Vicinity Map/Reinvestment Zone Map/Qualified Property/Qualified Investment Map)
  - B. Exhibit 4 of the Agreement is hereby amended, restated, and replaced in its entirety and respectively, with exhibit 4 attached to this Amendment No. 1
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 Findings of Fact and Agreement are ratified and shall remain in full force and effect, and the Agreement and this Amendment No. 1 shall be deemed to constitute a single instrument or document and the Findings of Fact 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 or this Amendment No. 1 and the Findings of Fact; the terms of this Amendment No. 1 shall prevail. A copy of this Amendment No. 1 shall be delivered 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 on February 27, 2020.
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 WHEREOF, the District and Applicant have caused this Amendment No. 1 to be executed and delivered by their duly authorized representatives on this 27<sup>th</sup> day of February, 2020.

**225DD 8me LLC**

By:   
Thomas Buttgenbach, President

**PAINT ROCK INDEPENDENT SCHOOL DISTRICT**

By:   
PRESIDENT, BOARD OF TRUSTEES

**ATTEST:**

By:   
SECRETARY, BOARD OF TRUSTEES

OR IN THE EVENT OF A CONFLICT OF INTEREST

By: \_\_\_\_\_  
VICE PRESIDENT, BOARD OF TRUSTEES

## **EXHIBIT 4**

### **DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY**

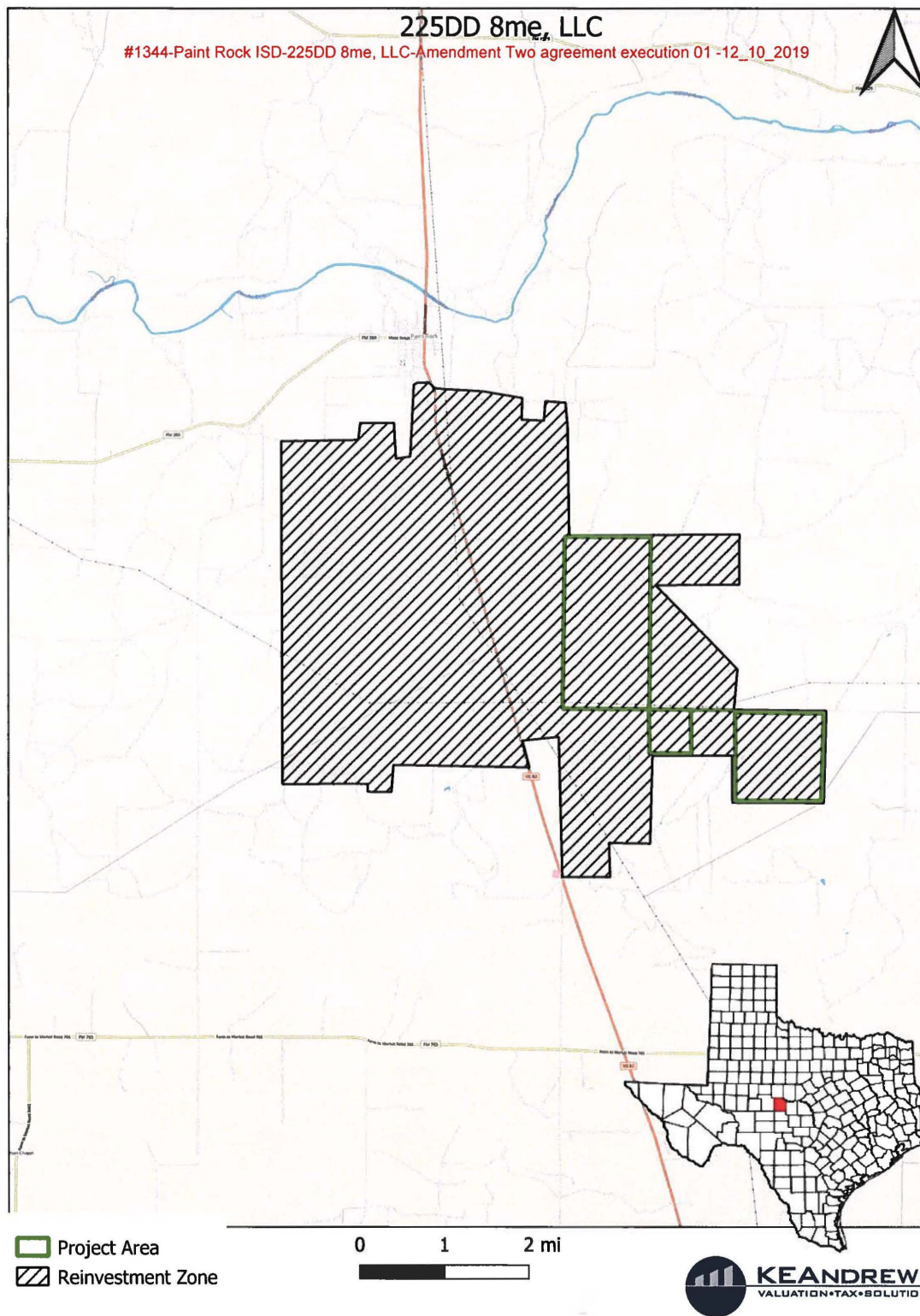
Applicant's Qualified Property Investment shall be all tangible personal property first placed in service after April 10, 2019, that is owned by the Applicant, as more fully described in Tab #7 of the Application and located within the boundaries of the Paint Rock Independent School District and the *CONCHO COUNTY REINVESTMENT ZONE No. 3* depicted by the map attached to this **EXHIBIT 4**.

8minute US Solar, LLC is proposing to construct a solar electric generating facility in Concho County, Texas. The facility, which will encompass approximately 2,078 acres across nine parcels of land, will be located in the north-central portion of the county. Additionally, the entirety of the project will be within Paint Rock Independent School District.

The facility itself is expected to have a total capacity of 250 MW-AC, and will feature approximately 1.27mm photovoltaic panels, and approximately 144 central inverters. Construction is anticipated to begin in March 2020, and new employees will be hired in March 2021. 225DD 8me LLC will be fully operational in June 2021. 225DD 8me LLC has applied to the Electric Reliability Council of Texas and was assigned IGNR #19INR0003 on June 23, 2016. Please note this project is not known by any other names.

The Application by 225DD 8me LLC includes but is not limited to the following components of this project:

- Solar Modules and Panels
- Inverter Boxes
- Meteorological Equipment
- Operation and Maintenance Building
- Electrical Substations
- Associated Towers
- Racking and Mounting Structures
- Combiner Boxes
- Foundations
- Roadways, Paving, and Fencing
- Generation Transmission Tie Line
- Interconnection Facilities



**Amendment to Agreement for Limitation on Appraised Value**  
 Between Paint Rock ISD and 225DD 8me LLC  
 September 9, 2019  
 Amended February 27, 2019

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