

AMENDMENT NO. 1  
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY  
FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES  
BETWEEN WHARTON INDEPENDENT SCHOOL DISTRICT AND AP SOLAR  
6, LLC  
(Comptroller Application No. 1390)

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 WHARTON 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 AP SOLAR 6, LLC, a Delaware limited liability company, Texas Taxpayer Identification Number 32069929290 (“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 January 28, 2020, 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 January 28, 2020, by and between the District and Applicant (the “Agreement”);

WHEREAS, on or about October 16, 2020, pursuant to Section 10.2 of the Agreement, the Applicant requested to (i) change the limitation period start date to January 1, 2023, and (ii) amend Section 2.3.D and 2.3.E;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “Comptroller”) of the Amended Application and the request for this Amendment No. 1 on July 17, 2020, and the Comptroller issued its notice of completeness letter on August 10, 2020, issued its amended certification of the Amended Application on September 8, 2020, and approved the form of this Amendment No. 1 on September 8, 2020; and

WHEREAS, on September 22, 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. Subsections 2.3.D and 2.3.E. of the Agreement are amended as follows:

- D. The Tax Limitation Period for this Agreement:
- i. Starts on January 1, 2023, first complete Tax Year that begins after the Qualifying Time Period; and
  - ii. Ends on December 31, 2032.
- E. The Final Termination Date for this Agreement is December 31, 2037, which is the last year of the Tax Limitation Period as defined in Section 2.3.D.ii. plus 5 years.

The table of Annual Supplemental Payments in Section 6.3 is replaced with the following amended table.

School Year	Tax Year	Supplemental Payment	Payment Due Date
2021-2022	2021	\$0	January 31, 2022
2022-2023	2022	\$0	January 31, 2023
2023-2024	2023	\$190,200	January 31, 2024
2024-2025	2024	\$570,600	January 31, 2025
2025-2026	2025	\$190,200	January 31, 2026
2026-2027	2026	\$190,200	January 31, 2027
2027-2028	2027	\$190,200	January 31, 2028
2028-2029	2028	\$190,200	January 31, 2029
2029-2030	2029	\$190,200	January 31, 2030
2030-2031	2030	\$190,200	January 31, 2031
2031-2032	2031	\$190,200	January 31, 2032
2032-2033	2032	\$190,200	January 31, 2033
2033-2034	2033	\$190,200	January 31, 2034
2034-2035	2034	\$190,200	January 31, 2035
2035-2036	2035	\$190,200	December 31, 2035

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 September 22, 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 [].

AP SOLAR 6, LLC

WHARTON INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
CHRIS ELROD, AUTHORIZED REPRESENTATIVE

By: Curtis W. Swans  
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

By: Christine D. Stransky  
SECRETARY, BOARD OF TRUSTEES

OR IN THE EVENT OF A CONFLICT OF INTEREST

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

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AP SOLAR 6, LLC

WHARTON INDEPENDENT SCHOOL DISTRICT

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CHRIS ELROD, AUTHORIZED REPRESENTATIVE

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

ATTEST:

By: \_\_\_\_\_  
SECRETARY, BOARD OF TRUSTEES

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