

UNDERWOOD

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November 12, 2025

Jo Ann Reyes, Analyst
Data Analysis and Transparency Division
Texas Comptroller of Public Accounts
P.O. Box 13528 Capitol Station
Austin TX 78711-3528

Via Email

Re: App No. 1403 – Jayton-Girard ISD-Texas Solar Nova 1, LLC

Dear Jo Ann:

Enclosed please find a hard copy of the fully executed Amendment No. 2 to the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes between the above-noted parties.

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

Sincerely,



Fred A. Stormer

Encl.
4547625

cc: Chief Appraiser,
Kent County Appraisal District *via email: kentco@caprock-spur.com*
Craig Cornelius, Clearway Energy *via email: craig.cornelius@clearwayenergy.com*
Raisa Lee, Clearway Energy *via email: raisa.lee@clearwayenergy.com*
Steven Van Dyck, Cummings Westlake *via email: svandyck@cwlp.net*
Nelson Coulter, Superintendent, Jayton-Girard ISD

AMENDMENT NO. 2
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN JAYTON-GIRARD INDEPENDENT SCHOOL DISTRICT
AND TEXAS SOLAR NOVA 1, LLC
(Comptroller Application No. 1403)

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 **JAYTON-GIRARD 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 **TEXAS SOLAR NOVA 1, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32060768622 (“**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 11, 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 December 11, 2019, as amended by Amendment No. 1 dated September 20, 2021, by and between the District and Applicant (collectively, the “**Agreement**”);

WHEREAS, pursuant to Section 10.2 of the Agreement, the Applicant has requested to update the project maps in Tab 11 of the Application, which requires amending Exhibits 2, 3 and 4 to the Agreement;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of the Application Amendment After Execution No. 2 and the request for this Amendment No. 2 on October 6, 2025, and the Comptroller issued its amended certification on October 24, 2025; and

WHEREAS, on November 10, 2025, 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, as that statute existed immediately prior to its expiration pursuant to Section 313.171(a), 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 as follows:

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

- a. Exhibit 2 of the Agreement is hereby amended, restated, and replaced in its entirety with Exhibit 2 attached to this Amendment No. 2.
- b. Exhibit 3 of the Agreement is hereby amended, restated, and replaced in its entirety with the Exhibit 3 attached to this Amendment No. 2.
- c. Exhibit 4 of the Agreement is hereby amended, restated, and replaced in its entirety with the Exhibit 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 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. Should there be any inconsistency between the terms of this Amendment No. 2 and the Agreement 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 and a copy of this Amendment No. 2 shall also be recorded with the official Minutes of the meeting of December 11, 2019.

3. **Fees and Expenses for Amendment.** Applicant agrees to pay District's legal fees and additional expenses, including any cost associated with this Amendment No. 2, in the amount of \$10,000. Such amount shall be paid to the District's legal counsel by applicant within 15 days of Applicant's receipt of the invoice from District's legal counsel for such fees and expenses without any further action required by or from District's counsel. Failure to pay such invoice shall constitute a material breach of the Agreement.

4. **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.

5. **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.

6. **Electronic Delivery.** This Amendment No. 2 may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by email). The executing Party agrees to promptly deliver a complete, executed original or counterpart of this Amendment No. 2 to the other executing Parties. This Amendment No. 2 shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

[Signatures follow on the 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 as of the Effective Date below.

APPROVED AND EFFECTIVE as of the 10 day of November, 2025.

TEXAS SOLAR NOVA 2, LLC

JAYTON-GIRARD INDEPENDENT SCHOOL DISTRICT

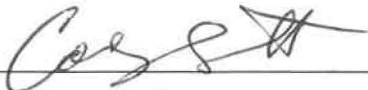
BY:

Signed by:

Daniel Summa

ED8D8980E43E477...

NAME: Daniel Summa
TITLE: Vice President

BY: 

NAME: Cory Scott
TITLE: Board President

DISTRICT ATTEST:

BY: 

NAME: McKenzie Chisum
TITLE: Secretary

EXHIBIT 2

DESCRIPTION AND LOCATION OF LAND

Texas Solar Nova 1 LLC is located within the boundaries of Jayton-Girard Independent School District, the Kent County Reinvestment Zone, and within the project boundary, as depicted in **EXHIBITS 3 and 4.**

Agreement for Limitation on Appraised Value
Between Jayton-Girard ISD and Texas Solar Nova 1, LLC
(App No. 1403), November 10, 2025
Exhibit 2

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

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

The Texas Solar Nova 1 project (aka Kent 3 Solar, TX Kent 3, TX Kent 3 Solar, Kent3 Solar Site) will be located entirely within the Jayton-Girard School District boundaries. The site will be an approximately 252 MW AC photovoltaic solar power generation facility that would be built on approximately 2,000 acres out of the reinvestment zone (Exhibit 1) of privately owned land in Kent County, Texas. The site is currently located in the south portion of the reinvestment zone which is surrounded by County Road 235 to the north and west, County Road 229 to the south, State Highway 1081 to the east and County Road 233 across the center portions of the reinvestment zone in an east to west direction. Currently the site is undeveloped and consists of a mixture of scrub ground cover and desert grasslands.

The Texas Solar Nova 1 project will consist of, but not be limited to approximately 785,673 (depends on panel size) solar photovoltaic modules, single axis tracking systems, driven-pile foundations, DC wiring, DC/AC inverters, medium voltage step-up transformers, AC cabling, Operations & Maintenance building and a central substation with protective circuit breakers and switchgear including a high voltage step-up transformer.

This application covers all qualified property in the reinvestment zone and project boundary within Jayton-Girard ISD.

Agreement for Limitation on Appraised Value
Between Jayton-Girard ISD and Texas Solar Nova 1, LLC
(App No. 1403), November 10, 2025
Exhibit 3

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

EXHIBIT 3

MAP OF QUALIFIED INVESTMENT



Agreement for Limitation on Appraised Value
Between Jayton-Girard ISD and Texas Solar Nova 1, LLC
(App No. 1403), November 10, 2025
Exhibit 3

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

EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

The Texas Solar Nova 1 project (aka Kent 3 Solar, TX Kent 3, TX Kent 3 Solar, Kent3 Solar Site) will be located entirely within the Jayton-Girard School District boundaries. The site will be an approximately 252 MW AC photovoltaic solar power generation facility that would be built on approximately 2,000 acres out of the reinvestment zone (Exhibit 1) of privately owned land in Kent County, Texas. The site is currently located in the south portion of the reinvestment zone which is surrounded by County Road 235 to the north and west, County Road 229 to the south, State Highway 1081 to the east and County Road 233 across the center portions of the reinvestment zone in an east to west direction. Currently the site is undeveloped and consists of a mixture of scrub ground cover and desert grasslands.

The Texas Solar Nova 1 project will consist of, but not be limited to approximately 785,673 (depends on panel size) solar photovoltaic modules, single axis tracking systems, driven-pile foundations, DC wiring, DC/AC inverters, medium voltage step-up transformers, AC cabling, Operations & Maintenance building and a central substation with protective circuit breakers and switchgear including a high voltage step-up transformer.

The map showing the qualified property follows on the next page. This application covers all qualified property in the reinvestment zone and project boundary within Jayton-Girard ISD.

Agreement for Limitation on Appraised Value
Between Jayton-Girard ISD and Texas Solar Nova 1, LLC
(App No. 1403), November 10, 2025
Exhibit 4

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

EXHIBIT 4 MAP OF QUALIFIED PROPERTY



Agreement for Limitation on Appraised Value
Between Jayton-Girard ISD and Texas Solar Nova 1, LLC
(App No. 1403), November 10, 2025
Exhibit 4

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