

AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES BETWEEN THE
COMO-PICKTON CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND PINE FOREST SOLAR I, LLC
(Comptroller Application No. 1425)

STATE OF TEXAS §
 §
COUNTY OF HOPKINS §

This **AMENDMENT NO. 1 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this “Agreement Amendment No. 1”) is entered into by and between **COMO-PICKTON CONSOLIDATED 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; **TELIOS CORPORATION**, a Texas limited liability company, Texas Taxpayer Identification Number 32006985470 (“Original Applicant”); and **PINE FOREST SOLAR I, LLC**, a Texas limited liability company, Texas Taxpayer Identification Number 32072412888 (the “Assignee”). The Original Applicant, the Assignee, 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 September 9, 2019, the Superintendent of Schools of the Como-Pickton Consolidated Independent School District, acting as agent of the Board of Trustees of District, received from the Original Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

WHEREAS, on, June 8, 2020, the Board of Trustees conducted a public hearing on the Application, at which it solicited input into its deliberations on the Application from all interested persons within the District;

WHEREAS, on June 8, 2020, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Original Applicant is eligible for the Limitation on Appraised Value of Qualified Property; (iii) the project proposed by the Original Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset District’s maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in Original Applicant’s decision to invest capital and construct the project in this state; and (v) the agreement is in the best interest of District and the State of Texas;

WHEREAS, on June 8, 2020, pursuant to Chapter 313 of the TEXAS TAX CODE, after conducting a public hearing on the matter, the District made factual findings, and passed, approved, and executed that certain Agreement for Limitation on Appraised Value of Property for

School District Maintenance and Operations Taxes dated June 8, 2020 (the “Original Agreement”), by and between the District and Original Applicant;

WHEREAS, pursuant to Section 10.3 of the Original Agreement, on June 8, 2020, the Original Applicant requested to fully assign all rights, benefits, obligations, and interests in the Original Agreement to its wholly owned subsidiary, **PINE FOREST SOLAR I, LLC**, which assignment request constitutes an amendment request;

WHEREAS, the Assignee is eligible for the limitation on appraised value of qualified property as specified in the Original Agreement and is certified to be in good standing with the Texas Comptroller of Public Accounts as a franchise-tax paying entity;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “Comptroller”) of this assignment and amendment request, and on July 10, 2020, the Comptroller issued its notice of completeness and issued its amended certification of the amended application on July 10, 2020, and approved the form of this Agreement Amendment No. 1 on July 10, 2020; and

WHEREAS, on August 10, 2020, the Board of Trustees determined that this Agreement 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 Agreement Amendment No. 1 and authorizes the District’s representative, whose signature appears below, to execute and deliver such Agreement Amendment No. 1 to the Assignee.

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 10.3 of the Original Agreement, the undersigned Parties intending to be legally bound, do hereby covenant and agree to amend the Original Agreement as follows:

1. **Acknowledgment of Request for Assignment.** The Board of Trustees and the Texas Comptroller’s Office acknowledge the written notice and request for the assignment of all rights, benefits, obligations, and interests of the Original Agreement to the Assignee.
2. **Amendments.** The Original Agreement is hereby amended as follows:
 - a. Telios Corporation fully assigns all rights, benefits, obligations, and interests in the Original Agreement to PINE FOREST SOLAR I, LLC.
 - b. All instances of “Applicant” shall hereby refer to PINE FOREST SOLAR I, LLC, a Texas limited liability company, Texas Taxpayer Identification Number 32072412888.
3. **Effect of Assignment.** PINE FOREST SOLAR I, LLC shall be wholly responsible for the Original Agreement, and the obligations and responsibilities created by the Original Agreement. Except as modified and amended by the terms of this Agreement Amendment No. 1, all of the terms, conditions, provisions, and covenants of the above-referenced findings of fact and the Original Agreement are ratified and shall remain in full force and effect, and the Original Agreement and this Agreement Amendment No. 1 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Agreement

Amendment No. 1 and the Original Agreement, or this Agreement Amendment No. 1 and the above-referenced findings of fact, the terms of this Agreement Amendment No. 1 shall prevail. A copy of this Agreement Amendment No. 1 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's website. A copy of this Agreement Amendment No. 1 shall be recorded with the official minutes of the meeting at which it has been approved, and a copy of this Agreement Amendment No. 1 shall also be recorded with the findings of fact in the official minutes of the meeting of June 8, 2020.

4. **Binding on Successors and Assigns.** The Agreement, as amended by this Agreement 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.

5. **Counterparts.** This Agreement 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.

[Signature Page to Follow]

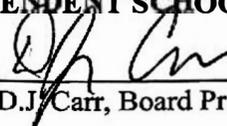
IN WITNESS WHEREOF, the District and Applicant have caused this Agreement Amendment No. 1 to be executed and delivered by their duly authorized representatives on this 10th day of August, 2020.

TELIOS CORPORATION

By: 

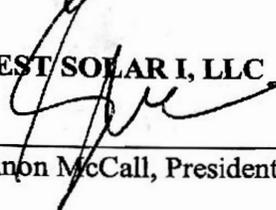
Shannon McCall, President

**COMO-PICKTON CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: 

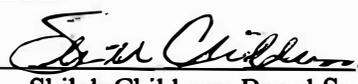
D.J. Carr, Board President

PINE FOREST SOLAR I, LLC

By: 

Shannon McCall, President

ATTEST:

By: 

Shiloh Childress, Board Secretary