

**Amendment to**  
**AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY**  
**FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**

by and between

**KNIPPA INDEPENDENT SCHOOL DISTRICT**

and

**OCI SUNRAY, LLC**

*(Texas Taxpayer ID # 32071529922)*

Comptroller Application # 1439

Original Agreement Date:

August 6, 2020

Amendment Date:

December 17, 2020

**AMENDMENT TO:**  
**AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR  
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**

*STATE OF TEXAS*           §

*COUNTY OF UVALDE*    §

THIS AMENDMENT TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as “Amendment,” is executed and delivered by and between the **KNIPPA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the “District,” a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **OCI SUNRAY, LLC**, Texas Taxpayer Identification Number **32071529922** hereinafter referred to as the “Applicant.” The Applicant and the District are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, on August 6, 2020, the Parties executed the Agreement at a duly called Board meeting of the Knippa Independent School District Board of Trustees;

**WHEREAS**, OCI SUNRAY, LLC has requested this Amendment to the original terms of the Agreement;

**WHEREAS**, on October 15, 2020, the Board of Trustees approved the form of this Amendment, and authorized the Board President and Secretary or, in the event the Board President or 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;

**WHEREAS**, except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms;

**WHEREAS**, if there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail; and

**WHEREAS**, the validity of this Agreement shall be subject to review and approval by the Texas Comptroller of Public Accounts;

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree to amend the Agreement as follows:

**AMENDMENTS:**

**1. SECTION 2.3. TERM OF THE AGREEMENT IS AMENDED AS FOLLOWS:**

**D. The Tax Limitation Period for this Agreement:**

- i. Starts on January 1, ~~2022~~ 2023, the first complete Tax Year that begins after the end of the Qualifying Time Period; and
- ii. Ends on December 31, ~~2034~~ 2032, which is the year the Tax Limitation Period starts as identified in Section 2.3.D.i plus 9 years..

**E. The Final Termination Date for this Agreement is December 31, ~~2036~~ 2037, which is the last year of the Tax Limitation Period as defined in Section 2.3.D.ii. plus 5 years.**

**2. SECTION 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT – SUBJECT TO ANNUAL LIMIT IS AMENDED AS FOLLOWS:**

**SECTION 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT - SUBJECT TO ANNUAL LIMIT.** Applicant shall make Supplemental Payments on or before January 31, 2022 (the payment due date for Tax Year 2021), and continuing thereafter on or before January 31 of each year for the maximum period permitted under Section 313.027(i) of the TEXAS TAX CODE, except that Applicant’s final Supplemental Payment shall be due on or before December 31, ~~2034~~ 2035 for tax year ~~2034~~ 2035. The Applicant shall make Supplemental Payments to District in an amount equal to the Annual Limit.

**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*, this Amendment has been executed by the Parties in multiple originals on this **17th day of December 2020**.

**OCI SUNRAY, LLC**

By: \_\_\_\_\_

**SABAH MAHMOOD, VICE PRESIDENT  
EPC AND OPERATIONS**

**KNIPPA INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_

**Ted Sanderlin, President  
Board of Trustees**

**ATTEST:**

\_\_\_\_\_  
**Merlynn Verstuyft, Secretary  
Board of Trustees**