AMENDMENT NO. 1

TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES BETWEEN GOLIAD INDEPENDENT SCHOOL DISTRICT AND CED PEREGRINE SOLAR, LLC

(Comptroller Application No. 1532)

This AMENDMENT NO. 1 TO 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 GOLIAD 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 SP-PEREGRINE SOLAR LLC, a limited liability company, Texas Taxpayer Identification Number 32075303191 (the "Assignor"), and CED PEREGRINE SOLAR, LLC, a limited liability company, Texas Taxpayer Identification Number 32087199975 (the "Assignee"). The District, Assignor, and Assignee may hereafter be referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, on March 8, 2021, 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 March 8, 2021, by and between the District and the Assignor (the "Agreement");

WHEREAS, pursuant to Section 10.3 of the Agreement, Assignor has requested that all rights, benefits, obligations, and interests in the Agreement be assigned to Assignee, which assignment request constitutes an amendment request;

WHEREAS, the Parties notified the Comptroller of this assignment and amendment request, and on July 18, 2025, the Comptroller issued its notice of completeness and amended certification of the amended application, and approved the form of this Amendment No. 1; and

WHEREAS, on August 11, 2025, 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 District's representative, whose signature appears below, to execute and deliver such Amendment No. 1 to 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 Agreement, the undersigned Parties intending to be legally bound, do hereby covenant and agree to amend the Agreement as follows:

- 1. **Amendments.** The Agreement is hereby amended as follows:
 - a. SP-PEREGRINE SOLAR LLC fully assigns all rights, benefits, obligations, and interests in the Agreement to CED PEREGRINE SOLAR, LLC.

- b. All references in the Agreement to "Applicant" shall hereby refer to CED PEREGRINE SOLAR, LLC, a limited liability company, Texas Taxpayer Identification Number 32087199975.
- 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 above-referenced findings of fact and the Agreement are ratified and shall remain in full force and effect, and the Agreement as amended by this Amendment No. 1 shall be deemed to constitute a single instrument or document. 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 District meeting at which it has been approved and a copy of this Amendment No. 1 shall also be recorded with the Findings of Fact in the official Minutes of the District meeting of March 8, 2021.
- 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 Parties have caused this Amendment No. 1 to be executed and delivered by their duly authorized representatives on this 11th day of August, 2025.

SP-PEREGRINE SOLAR LLC

CED PEREGRINE SOLAR, LLC

	Signed by:		Signed by:
By:	Mark Brusius	By:	Mark Brusius
-	Mark Brusius		Mark Brusius
Title:	Vice President of Tax	Title:	Vice President of Tax

GOLIAD INDEPENDENT SCHOOL DISTRICT

Name: Brandon Huber
Title: Board President

ATTEST

Name: Shelia Edwards
Title: Board Secretary