

UNDERWOOD

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June 22, 2022

Tabita Collazo, Research Analystist
Chapter 313 Team
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. 1570 – Ector County ISD – 1PointFive P1, LLC

Dear Tabita:

Enclosed please find a copy of the fully executed Amendment No. 1 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.
3439233

cc: Chief Appraiser, Ector County Appraisal District
Derek Willis, VP and Secretary
Michael Lateur, Duff & Phelps
Dr. Scott Muri, Superintendent, Ector County ISD
Deborah Ottmer, CPA, CFO, Ector County ISD

via email:ector@ectorcad.org
via email:Derek_Willis@oxy.com
via email:michael.lateur@duffandphelps.com

**AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
AND 1POINTFIVE P1, LLC
(Comptroller Application No. 1570)**

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 **ECTOR COUNTY 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 **1POINTFIVE P1, LLC**, a limited liability company, Texas Taxpayer Identification Number 32076631608 (“**Applicant**” or “**Applicant Parties**”). 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 September 21, 2021, 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 September 21, 2021, by and between the District and Applicant (the “**Agreement**”);

WHEREAS, pursuant to Section 10.2 of the Agreement, Applicant has requested to (i) reduce the size of the project boundary and (ii) amend Exhibits 3 and 4, accordingly, to reflect the foregoing change;

WHEREAS, the Parties agree to modify the Agreement to the extent necessary to comport with the foregoing requested change;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of the Application Amendment No. 2 and the request for this Amendment No. 1 on May 18, 2022, and the Comptroller issued its notice of amended completeness, certificate and agreement approval on May 23, 2022; and

WHEREAS, on June 21, 2022, 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. 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 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. **Amendment.** The Agreement is hereby amended as follows:

- a. **Exhibit 3 Map.** The map attached to Exhibit 3 is deleted in its entirety and replaced with the attached Exhibit 3 Map of Qualified Investment.
- b. **Exhibit 4 Map.** The map attached to Exhibit 4 is deleted in its entirety and replaced with the attached Exhibit 4 Map of Qualified Property.

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 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. Should there be any inconsistency between the terms of this Amendment No. 1 and the Agreement; 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 and a copy of this Amendment No. 1 shall also be recorded with the Findings of Fact in the official Minutes of the meeting of September 21, 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.

5. **Electronic Delivery.** This Amendment No. 1 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. 1 to the other executing Parties. This Amendment No. 1 shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

[Signature Page Follows]

IN WITNESS HEREOF, the District and Applicant have caused this Amendment No. 1 to be executed and delivered by their duly authorized representatives as of the Effective Date below.

APPROVED AND EFFECTIVE as of the 21 day of June, 2022.

1POINTFIVE P1, LLC

**ECTOR COUNTY INDEPENDENT SCHOOL
DISTRICT**

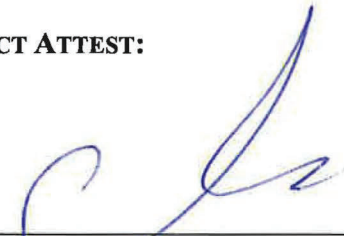
BY: 

NAME: Derek L. Willis
TITLE: Vice President

BY: 

NAME: STEVE BROWN
TITLE: President of Board

DISTRICT ATTEST:

BY: 

NAME: Christopher Stanek
TITLE: Trustee

EXHIBIT 3

MAP OF QUALIFIED INVESTMENT

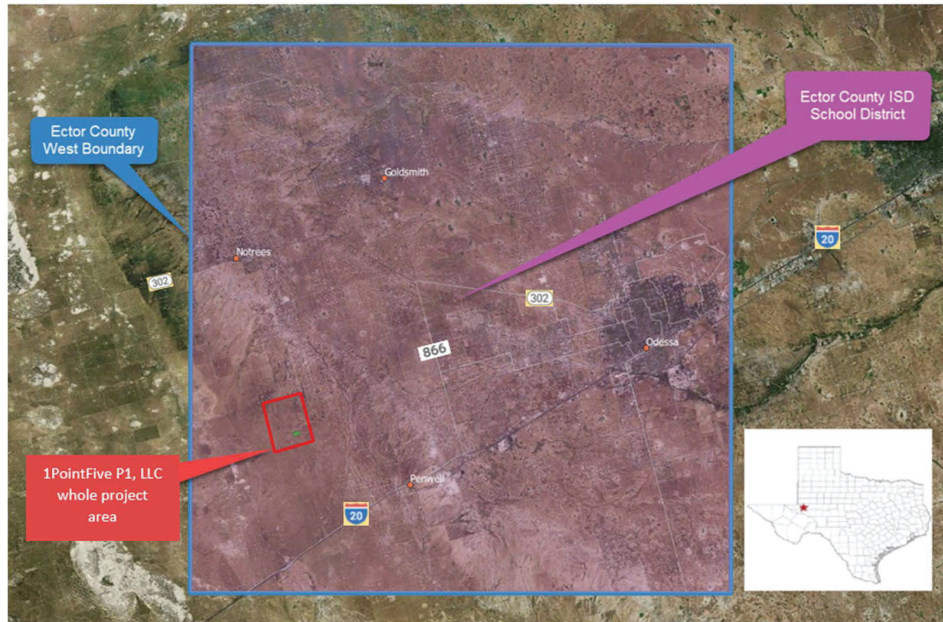


Agreement for Limitation on Appraised Value
Between Ector County ISD and 1PointFive P1, LLC
(App No. 1570), June 21, 2022
Exhibit 3

*Texas Economic Development Act Agreement
Comptroller Form 50-826 (October 2020)*

EXHIBIT 4

MAP OF QUALIFIED PROPERTY



Agreement for Limitation on Appraised Value
Between Ector County ISD and 1PointFive P1, LLC
(App No. 1570), June 21, 2022
Exhibit 4

Texas Economic Development Act Agreement
Comptroller Form 50-826 (October 2020)