

**AMENDMENT NO. 2  
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR  
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES BETWEEN BAIRD  
INDEPENDENT SCHOOL DISTRICT AND ENBRIDGE SOLAR (SEQUOIA I), LLC  
F/K/A ENBRIDGE SOLAR (ENDORADO), LLC**

*(Comptroller Application No. 1752)*

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 **BAIRD 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 **ENBRIDGE SOLAR (SEQUOIA I) F/K/A ENBRIDGE SOLAR (ENDORADO), LLC**, a Texas limited liability company, Texas Taxpayer Identification Number 32073158431 (“**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 November 21, 2022, 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 November 21, 2022, by and between the District and Applicant (the “**Agreement**”);

**WHEREAS**, on or about August 26, 2024, pursuant to Section 10.2 of the Agreement the parties executed Amendment No. 1 to the Agreement updating the project timeline;

**WHEREAS**, on May 19, 2025, pursuant to Section 10.2 of the Agreement, the Applicant submitted Amendment No. 2 and requested to update the company name;

**WHEREAS**, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of the request for this Amendment No. 2, and the Comptroller issued its notice and approved the form of this Amendment No. 1 on August 19, 2025; and

**WHEREAS**, on August 28, 2025 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, and hereby approves this Amendment No. 2 and authorizes the Board President and Secretary or in the event the Board President and 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.

**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 agree to amend the Agreement as follows:

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

A. **The definition of “Applicant” in Section 1.1 is replaced in its entirety as follows:**

“*Applicant*” means Enbridge Solar (Sequoia I), LLC, (Texas Taxpayer ID #32073158431), the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

B. **Section 10.1 is amended as follows:**

**Section 10.1. INFORMATION AND NOTICES.**

B. Notices to the District shall be addressed to the District’s Authorized Representative as follows:

| To the District |                                                       | With Copy to                     |
|-----------------|-------------------------------------------------------|----------------------------------|
| Name:           | Baird Independent School District                     | Leon Alcala, PLLC                |
| Attn:           | Superintendent Dr. Timothy Little<br>or his successor | Sara Hardner Leon                |
| Address:        | P.O. Box 1147                                         | 1114 Lost Creek Blvd., Suite 420 |
| City/Zip:       | Baird, Texas 79504-1147                               | Austin, Texas 78746              |
| Phone :         | (325) 854-1400                                        | (512) 637-4244                   |
| Fax :           | (325) 854-2058                                        | (512) 637-4245                   |
| Email:          | tlittle@bairdisd.org                                  | saraleongroup@leoncalcala.com    |

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

**To the Applicant**

Name: Enbridge Solar (Sequoia I), LLC  
Attn: Mr. Tom Carbone, President  
Address: 17300 N. Dallas Parkway, Suite 2020  
City/Zip: Dallas, Texas 75248  
Phone : (972) 290-0825  
Fax: (972) 290-0823  
Email: tcarbone@triglobalenergy.com

1. **Effect.** Except as modified and amended by the terms of this Amendment No. 2, all of the terms, conditions, provisions and covenants of the Findings of Fact and 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 and the Findings of Fact 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 or this Amendment No. 2 and the Findings of Fact; 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 on August 28, 2025.

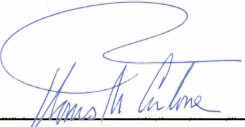
2. **Binding on Successors and Assigns.** The Agreement, as amended by this Amendment No. 2, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.

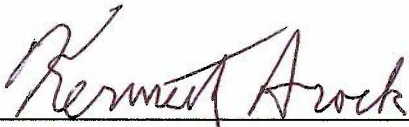
3. **Counterparts.** This Amendment No. 2 may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

4.

IN WITNESS WHEREOF, the District and Applicant have caused this Amendment No. 2 to be executed and delivered by their duly authorized representatives on this 28th day of August 2025.

**ENBRIDGE SOLAR (SEQUOIA I), LLC BAIRD INDEPENDENT SCHOOL DISTRICT**

By:   
\_\_\_\_\_  
**THOMAS M. CARBONE, AUTHORIZED  
SIGNER**

By:   
\_\_\_\_\_  
**KENNETH BROCK, PRESIDENT  
BOARD OF TRUSTEES**

**ATTEST:**

By:   
\_\_\_\_\_  
**KRYSTAL BOUNDS, SECRETARY  
BOARD OF TRUSTEES**

**OR IN THE EVENT OF A CONFLICT OF INTEREST**

By: \_\_\_\_\_  
**VICE PRESIDENT, BOARD OF TRUSTEES**