

**AMENDMENT NO. 2**  
**TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL**  
**DISTRICT MAINTENANCE AND OPERATIONS TAXES**  
**BETWEEN SHERMAN INDEPENDENT SCHOOL DISTRICT AND GLOBITECH INCORPORATED**  
*(Comptroller Application No. 1769)*

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 **SHERMAN 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 **GLOBITECH INCORPORATED**, Texas Taxpayer Identification Number 17527936458 (the "**Assignor**"), AND **GLOBALWAFERS AMERICA, LLC**, Texas Taxpayer Identification Number 32085923764 (the "**Assignee**"). The Assignor, 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 amended.

**WHEREAS**, on or about August 22, 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 August 22, 2022, by and between the District and Assignor (the "**Original Agreement**"); and

**WHEREAS**, on or about December 20, 2024, pursuant to Section 10.2 of the Agreement, the Assignor amended the Original Agreement to commence the start of the Tax Limitation start to January 1, 2025 (the "**Amendment No. 1**"); and

**WHEREAS**, on December 8, 2025, pursuant to Sections 10.2 and 10.3 of the Original Agreement, the Assignor requested to assign the Agreement, as amended, to the Assignee, which is a wholly owned subsidiary of the Assignor and which is eligible to apply for and execute an agreement for limitation on appraised value; and

**WHEREAS**, the Parties notified the Texas Comptroller of Public Accounts (the "**Comptroller**") of the Amended Application and the request for this **AMENDMENT NO. 2**, and the Comptroller issued its notice of completeness, issued its amended certification of the Amended Application, and approved the form of this **AMENDMENT NO. 2** on December 11, 2025; and

**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 Sections 10.2 and 10.3 of the Agreement, the undersigned Parties agree to amend the Agreement to finalize the assignment from Assignor to Assignee and to amend the Agreement as follows:

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

- a. GLOBITECH INCORPORATED fully assigns all rights, benefits, obligations, and interested in the Agreement, as amended, to GLOBAL WAFERS AMERICA, LLC.
- b. All references in the Agreement to "Applicant" shall hereby refer to GLOBAL WAFERS AMERICA, LLC, a limited liability company, Texas Taxpayer Identification No. 32085923764.
- c. **Section 10.1** of the Agreement will be updated as follows:

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

Name: Mark England  
Organization: GlobalWafers America, LLC  
Address: 200 FM 1417 West  
City, State, Zip: Sherman, TX 75092  
Phone: (214) 567-3926  
Email: [mengland@gw-semi.com](mailto:mengland@gw-semi.com)

*With Copy to:*

Name: Bucky Brannen  
Organization: Bracewell LLP  
Address: 1445 Ross Ave #3800  
City, State, Zip: Dallas, TX 75202  
Phone: (214) 758-1011  
Email: [bucky.brannen@bracewell.com](mailto:bucky.brannen@bracewell.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 either the Original Agreement, Amendment No. 1, or 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 and shall also be recorded with the Findings of Fact in the official Minutes of the District meeting of December 13, 2021.

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.

IN WITNESS WHEREOF, the District, Assignor, and Assignee have caused this AMENDMENT NO. 2 to be executed and delivered by their duly authorized representatives on this 15th day of December, 2025.

**GLOBITECH INCORPORATED**

By: Mark England

Name: Mark England  
Title: President

**GLOBALWAFERS AMERICA, LLC**

By: Mark England

Name: Mark England  
Title: President

**SHERMAN INDEPENDENT SCHOOL DISTRICT**

By: Wendy Vellotti

Name: Wendy Vellotti

Title: President, Board of Trustees

**ATTEST**

By: David Tarvin

Name: David Tarvin

Title: Secretary, Board of Trustees

OR IN THE EVENT OF A CONFLICT OF INTEREST

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