

AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN ANSON INDEPENDENT SCHOOL DISTRICT AND VACA DEL SOL, LLC
(Comptroller Application No. 1995)

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 **ANSON 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 **VACA DEL SOL, LLC**, a Delaware limited liability company duly qualified to do business in the State of Texas, Texas Taxpayer Identification Number 32076507873 (“**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 December 12, 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 December 12, 2022, by and between the District and Applicant (the “**Agreement**”);

WHEREAS, on August 5, 2025, pursuant to Section 10.2 of the Agreement, the Applicant requested to amend the Agreement by moving the start of the Tax Limitation Period to January 1, 2027; by changing the Authorized Company Representative; by updating the Authorized District representative; and by updating Schedules A1-C;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of the Amended Application and the request for this **AMENDMENT NO. 1**, and the Comptroller issued its notice of completeness, issued its amended certification, and approved the form of this **AMENDMENT NO. 1** on August 19, 2025; and

WHEREAS, on September 8, 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 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. Section 10.1C of the Agreement is amended to show the District Authorized Representative has changed:

Name: Troy Hinds
Title: Superintendent
Organization: Anson ISD
Street Address: 1431 Commercial Avenue
City, State, Zip Code: Anson, TX 79501
Phone: (325) 823-3671
Email: troy.hinds@ansontigers.com

- B. Notices to the Applicant shall be addressed to its Authorized Representatives follows:

Name: Vaca Del Sol, LLC
Organization: NextEra Energy Resources, LLC
Mailing: 700 Universe Blvd.
Juno Beach, FL 33408
Phone: (561) 694-3194
Email: DL-NEXTERA-SOUTH-REGION@nexteraenergy.com

- C. Section 2.3D of the agreement is modified with the following limitation change:
The Tax Limitation Period for this Agreement:
- i. Starts on January 1, 2027, first complete Tax Year that begins after the date of the commencement of Commercial Operation; and
 - ii. Ends on December 31, 2036
- D. Section 2.3E of the agreement is modified with the following change:
- i. The Final Termination Date for this Agreement is December 31, 2041
- E. Section 6.1. Supplemental Payments

Tax Year	Payment Date	Supplemental Payment
2025	January 31, 2025	\$64,900
2026	January 31, 2026	\$64,900
2027	January 31, 2027	\$64,900
2028	January 31, 2028	\$64,900
2029	January 31, 2029	\$64,900
2030	January 31, 2030	\$64,900
2031	January 31, 2031	\$64,900
2032	January 31, 2032	\$64,900
2033	January 31, 2033	\$64,900

2034	January 31, 2034	\$64,900
2035	January 31, 2035	\$64,900
2036	January 31, 2036	\$64,900
2037	January 31, 2037	\$64,900
2038	January 31, 2038	\$64,900
2039	January 31, 2039	\$64,900

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 Findings of Fact and 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 and the Findings of Fact 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 or this AMENDMENT NO. 1 and the Findings of Fact;

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 on September 8, 2025.

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. This Amendment represents the entire understanding the Parties as to those matters contained in this Amendment, and supersedes any prior oral or written understanding, promises or representatives with respect to those matters covered in this Amendment, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.


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 District and Applicant have caused this AMENDMENT

NO. 1 to be executed and delivered by their duly authorized representatives on this 25th day of August 2025.

VACA DEL SOL, LLC

ANSON INDEPENDENT SCHOOL DISTRICT

By: 

**STUART MCCURDY
VICE PRESIDENT**

By: 

PRESIDENT, BOARD OF TRUSTEES

OR IN THE EVENT OF A CONFLICT OF INTEREST

By: _____
VICE PRESIDENT, BOARD OF TRUSTEES