

**AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN TAYLOR INDEPENDENT SCHOOL DISTRICT AND LINDE INC.
(Comptroller Application No. 2068)**

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 **TAYLOR 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 **LINDE INC.**, a Delaware Corporation, Texas Taxpayer Identification Number 10612490507 (“**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 5, 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 5, 2022, by and between the District and Applicant (the “**Original Agreement**”); and

WHEREAS, on September 24, 2024, pursuant to Section 10.2 of the Agreement, the Applicant requested to modify the Qualifying Time Period to 10/31/2024; Limitation start year to 01/01/2026, updated the commencement of construction to Q1 2024, updated commercial operations to September 2025, update schedules A1 – D, and updated the Authorized Company Representative; and

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 of the Amended Application, and approved the form of this **AMENDMENT NO. 1** on November, 2024; and

WHEREAS, on November 18, 2024, 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

**AMENDMENT NO. 1 to Agreement for Limitation on Appraised Value
Between Taylor ISD and Linde Inc.
December 5, 2022
Amended November 18, 2024**

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

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 2.3. TERM OF THE AGREEMENT.**
 - B. The Qualifying Time Period for this Agreement:
 - i. Starts on October 31, 2024, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by §313.027(h) of the TEXAS TAX CODE; and
 - ii. Ends on December 31, 2026, the last day of the second complete Tax Year following the Qualifying Time Period start date.
 - C. **The Tax Limitation Period for this Agreement:**
 - i. Starts on January 1, 2026, the first complete Tax Year that begins after the date of the commencement of Commercial Operations; and
 - ii. Ends on December 31, 2035.
 - D. The Final Termination Date for this Agreement is December 31, 2040.
 - E. **Section 6.1. SUPPLEMENTAL PAYMENT AMOUNT.** Applicant shall pay to the District the Supplemental Payments set forth on the following schedule on the payment due dates shown on the following schedule based on the District 2020-2021 ADA.

TAX YEAR	PAYMENT DUE DATE	AMOUNT OF ANNUAL PAYMENT LIMIT
2024	January 31, 2025	\$276,600
2025	January 31, 2026	\$276,600
2026	January 31, 2027	\$276,600
2027	January 31, 2028	\$276,600
2028	January 31, 2029	\$276,600
2029	January 31, 2030	\$276,600
2030	January 31, 2031	\$276,600
2031	January 31, 2032	\$276,600
2032	January 31, 2033	\$276,600
2033	January 31, 2034	\$276,600
2034	January 31, 2035	\$276,600
2035	January 31, 2036	\$276,600
2036	January 31, 2037	\$276,600
2037	January 31, 2038	\$276,600
2038	December 31, 2038	\$276,600

Adherence to Statutory Limits on Supplemental Payments. It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant under this Article VI shall not exceed the limit imposed by the provisions of Texas Tax Code §313.027(i), as such limit is allowed to be increased by the Legislature for any future year of this Agreement.

F. **Section 10.1** of the Agreement will be updated as follows:

Name: Amer Akhras
Title: Vice President, South Region
Organization: Linde Inc.
Mailing: 1585 Sawdust Road, Suite 300
The Woodlands, TX 73380
Phone: 281-203-3620
Email: amer.akhras@linde.com


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 November 18, 2024.

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 District and Applicant have caused this AMENDMENT NO. 1 to be executed and delivered by their duly authorized representatives on this 18th day of November 2024.

LINDE INC.

By: 
AMER AKHRAS
VICE PRESIDENT,
SOUTH REGION

TAYLOR INDEPENDENT SCHOOL DISTRICT

By: 
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

By: 
SECRETARY, BOARD OF TRUSTEES

OR IN THE EVENT OF A CONFLICT OF INTEREST

By: _____
VICE PRESIDENT, BOARD OF TRUSTEES