

**AMENDMENT NO. 1**  
**TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR**  
**SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**  
**BETWEEN BEAUMONT INDEPENDENT SCHOOL DISTRICT AND LINDE INC.**  
*(Comptroller Application No. 2083)*

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 **BEAUMONT 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 13, 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 13, 2022, by and between the District and Applicant (the “**Original Agreement**”); and

**WHEREAS**, on September 29, 2025, pursuant to Section 10.2 of the Agreement, the Applicant requested to commence the start of the Tax Limitation start to January 1, 2027, update the start of commercial operations to December 2026 and provided revised schedules A1 – C; 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 October 13<sup>th</sup>, 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 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 Tax Limitation Period for this Agreement:**

- i. Starts on January 1, 2027, the first complete Tax Year that begins after the date of the commencement of Commercial Operations; and
- ii. Ends on December 31, 2036.

C. The Final Termination Date for this Agreement is December 31, 2041.

D. **SECTION 6.1. SUPPLEMENTAL PAYMENT AMOUNT**

TAX YEAR	PAYMENT DUE DATE	AMOUNT OF ANNUAL PAYMENT
2024	January 31, 2025	\$1,474,414
2025	January 31, 2026	\$1,474,414
2026	January 31, 2027	\$1,474,414
2027	January 31, 2028	\$1,474,414
2028	January 31, 2029	\$1,474,414
2029	January 31, 2030	\$1,474,414
2030	January 31, 2031	\$1,474,414
2031	January 31, 2032	\$1,474,414
2032	January 31, 2033	\$1,474,414
2033	January 31, 2034	\$1,474,414
2034	January 31, 2035	\$1,474,414
2035	January 31, 2036	\$1,474,414
2036	January 31, 2037	\$1,474,414
2037	January 31, 2038	\$1,474,414
2038	January 31, 2039	\$1,474,414
2039	December 31, 2039	\$1,474,414

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

To the Applicant:

Name: Amer Akhras

Organization: Linde

Address: 1585 Sawdust Road, Ste. 300

City, State, Zip: The Woodlands, TX 77380

Phone: (281) 203-3522

Email: [amer.akhras@linde.com](mailto: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 20<sup>th</sup>, 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.

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 20<sup>th</sup> day of November, 2025.

LINDE INC.

By: 

AMER AKHRAS  
VICE PRESIDENT,  
SOUTH REGION

BEAUMONT 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