

UNDERWOOD

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October 12, 2017

Stephanie Jones
Economic Development and Analysis Division
Texas Comptroller of Public Accounts
111 E. 17th St.
Austin, TX 78774

Via Email and Federal Express

Re: App 282-La Porte ISD-Fairway Methanol LLC (formerly Celanese Ltd.)

Dear Stephanie:

Enclosed please find a hard copy of the fully executed Amendment No. 1 to the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes between the above-noted parties. A CD containing these documents is also enclosed.

Please feel free to contact us if you require anything further.

Sincerely,



Fred A. Stormer

FAS/ph

AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN LAPORTE INDEPENDENT SCHOOL DISTRICT
AND CELANESE LTD.
(Comptroller Application No. 282)

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 **LA PORTE 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 **CELANESE LTD.**, Texas Taxpayer Identification Number 17526225267 (“**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 October 8, 2013, 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 October 8, 2013, by and between the District and the Applicant (the “**Agreement**”).

WHEREAS, pursuant to Section 8.4 of the Agreement, the Applicant has provided notice that the Applicant plans to assign the entirety of the Agreement to Fairway Methanol LLC, Texas Taxpayer Identification Number 32052671438 (“**Assignee**”). A copy of the Chapter 313 Agreement Assignment Information Sheet was delivered to the Texas Comptroller of Public Accounts (the “**Comptroller**”).

WHEREAS, the Parties notified the Comptroller of the requested assignment and the request for this Amendment No. 1 on August 4, 2017, and the Comptroller issued its amended completeness letter on August 23, 2017, and approved the form of this Amendment No. 1 on August 28, 2017; and

WHEREAS, on October 10, 2017, after conducting a public hearing and providing interested persons an opportunity to be heard on the matter, 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 District’s representative, whose signature appears below, to execute and deliver such Amendment No. 1 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 Sections 8.3 and 8.4 of the Agreement, the undersigned Parties intending to be legally bound, do hereby covenant and agree as follows:

1. **Assignment.** District acknowledges that it has received notice that the Agreement will be assigned to Assignee and District consents to such assignment, subject to Assignee accepting such assignment, assuming the obligations under the Agreement and providing notice to the District upon consummation of the actual assignment to Assignee.

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 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. Should there be any inconsistency between the terms of this Amendment No. 1 and the Agreement; 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 and a copy of this Amendment No. 1 shall also be recorded with the Findings of Fact in the official Minutes of the meeting of October 8, 2013.

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 HEREOF, the District and Applicant have caused this Amendment No. 1 to be executed and delivered by their duly authorized representatives as of the Effective Date.

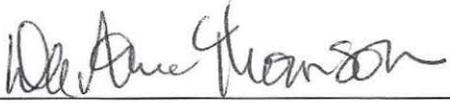
[signatures follow in on next page]

APPROVED AND EFFECTIVE as of the 10th day of October, 2017.

LA PORTE INDEPENDENT SCHOOL DISTRICT

CELANESE LTD.

**BY: CELANESE INTERNATIONAL CORPORATION
ITS GENERAL PARTNER**

BY: 

BY: 

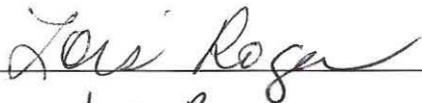
NAME: Dee Anne Thomson

NAME: Ronnie Berry

TITLE: Board President

TITLE: VP, Global Tax

DISTRICT ATTEST:

BY: 

NAME: Lois Rogerson

TITLE: Board Secretary