

UNDERWOOD

FRED STORMER
Phone: 806.379.0306
Fax: 806.379.0316
www.uwlaw.com
Fred.Stormer@uwlaw.com

ADDRESS:
500 S. Taylor Street
Suite 1200, LB 233
Amarillo, TX 79101-2446
MAILING ADDRESS:
P.O. Box 9158
Amarillo, TX 79105-9158

November 15, 2017

Ms. Stephanie Jones
Research Analyst
Economic Analysis
Local Government Assistance and Economic Development Division
Texas Comptroller of Public Accounts
LBJ State Office Building
111 E. 17th Street
Austin, TX 78774

Via Email and Federal Express

Re: App. No. 381 –Frona ISD-Mariah del Norte, LLC

Dear Stephanie:

Enclosed please find a hard copy of the fully executed Amendment No. 3 to the Limitation on Appraised Value Agreement between the above-noted parties. A CD containing this document is also enclosed.

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

Sincerely,



Fred Stormer

FS/ph
Encl.
M52OJB590D8ICB

**AMENDMENT NO. 3
TO LIMITATION ON APPRAISED VALUE AGREEMENT
FRIONA INDEPENDENT SCHOOL DISTRICT AND MARIAH DEL NORTE, LLC
(Comptroller Application No. 381)**

This **AMENDMENT NO. 3 TO LIMITATION ON APPRAISED VALUE AGREEMENT**, (“**Amendment No. 3**”) is entered into by and between **FRIONA 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** (“**TEC**”), and **MARIAH DEL NORTE LLC**, a Delaware registered limited liability company, Texas Taxpayer Identification Number 32055260817, as the current assignee, and relates to the **Limitation on Appraised Value Agreement** between the **District** and **Mariah North West, LLC** dated on or about June 30, 2014, as previously amended by **Amendment No. 1** dated on or about October 13, 2014 and **Amendment No. 2** dated on or about November 9, 2015 (“**Agreement**”). The Applicant and the **District** may hereafter be referred to together as the “**Parties**” and individually as a “**Party**.” Undefined capitalized terms herein shall have the meaning given to them in the **Agreement**.

WITNESSETH:

WHEREAS, the **Agreement** was initially between the **District** and **Mariah North West, LLC**; however, the **District** later consented to the assignment of the **Agreement** from **Mariah North West, LLC** to **Mariah Dos LLC** in **Amendment No. 1** to the **Agreement** dated on or about October 13, 2014. After assignment to **Mariah Dos LLC**, on or about November 21, 2014, **Mariah Dos LLC** changed its name to **Mariah del Norte LLC** (“**Applicant**”);

WHEREAS, **Applicant** has provided notice to the **District** that **Section 9.2.C.** of the **Agreement** recites that the **Applicant** is required to file a **Job Creation Report, Form 50-825** with the **Comptroller**, however, such report is not required to be filed with the **Comptroller** for certain three (3) digit applications, including this particular **Agreement**;

WHEREAS, the **Parties** desire to delete **Section 9.2.C.** from the **Agreement**; and

WHEREAS, on November 13, 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. 3** is in the best interest of the **District** and the **State of Texas** and is consistent with and authorized by **Chapter 313** of the **Code**, and has hereby approved the form of this **Amendment No. 3** and authorized the **District’s** representative, whose signature appears below, to execute and deliver such **Amendment No. 3** to the **Applicant**.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the **Parties**, intending to be legally bound, do hereby covenant and agree to amend the **Agreement** as follows:

1. **Section 9.2.C.** **Section 9.2.C.** of the **Agreement** is hereby deleted in its entirety.

2. **Effect.** Except as modified and amended by the terms of this Amendment No. 3, 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. 3 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 3 and the Agreement; the terms of this Amendment No. 3 shall prevail. A copy of this Amendment No. 3 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's internet website.

3. **Binding on Successors and Assigns.** The Agreement, as amended by this Amendment No. 3, 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. 3 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.

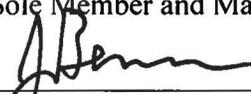
IN WITNESS HEREOF, the Parties have caused this Amendment No. 3 to be executed and delivered by their duly authorized representatives as of the Effective Date.

APPROVED AND EFFECTIVE as of the 13th day of November, 2017.

MARIAH DEL NORTE LLC,
a Delaware limited liability company

FRIONA INDEPENDENT SCHOOL DISTRICT

By: FR Mariah Holdings II LLC,
Sole Member and Manager

By: 
James Berner
President

BY: 
NAME: Becky Dietmayer
TITLE: Board President

DISTRICT ATTEST:

BY: 
NAME: Jason Rector
TITLE: Board Secretary