

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 EXXONMOBIL OIL CORPORATION
(Comptroller Application No. 1119)

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 **EXXONMOBIL OIL CORPORATION**, a New York corporation, Texas Taxpayer Identification Number 11354015700 (the “**Applicant**”). The Applicant and the District may hereafter be referred to collectively 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 August 23, 2016, pursuant to Chapter 313 of the TEXAS TAX CODE, after conducting a public hearing on the matter, the District made factual findings, and passed, approved, and executed that certain Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, dated August 23, 2016, by and between the District and the Applicant (the “**Agreement**”);

WHEREAS, pursuant to Section 10.2 of the Agreement, the Applicant has requested (i) that as allowed by Section 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waive the minimum new qualifying job creation requirement for 25 new qualifying jobs and the 25 new qualifying jobs previously committed to by the Applicant and set the job creation standard for the project facility at one (1) new qualifying job, and (ii) to update the contact and notice information for the Superintendent of Schools of the District, the authorized company representative, and the company official other than the authorized company representative that will be responsible for responding to future information requests;

WHEREAS, the Parties agree to modify the Agreement to the extent necessary to comport with the foregoing requested changes;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of the Application Amendment No. 2 and the request for this Amendment No. 1 on September 12, 2023, and the Comptroller issued its notice of amended completeness, certificate and agreement approval on October 13, 2023; and

WHEREAS, on October 26, 2023, after 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 this 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 Section 10.2 of the Agreement, the undersigned Parties intending to be legally bound, do hereby covenant and agree as follows:

1. **Amendments.** The Agreement is hereby amended as follows:

a. **Recital.** The Recitals of the Agreement are hereby amended to add the following recital:

“**WHEREAS**, on October 26, 2023, pursuant to the provisions of Section 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.021(2)(A)(iv)(b) of the TEXAS TAX CODE as requested by the Applicant;”

b. **Section 10.1.B. and C. (Information and Notices).** Section 10.1.B. and C. of the Agreement are hereby amended to read in their entirety as follows:

“B. Notices to the District shall be addressed to the District’s Authorized Representative as follows:

Dr. Shannon Allen (or her successor)
Superintendent of Schools
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706
Phone: (409) 617-5001
Facsimile: (409) 617-5184
Email: spier@bmtisd.com

With a copy to:

Kevin T. O'Hanlon
O'Hanlon, Demerath & Castillo
808 West Avenue
Austin, Texas 78701
Phone: (512) 494-9949
Facsimile: (512) 494-9919
Email: kohanlon@808west.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

ExxonMobil Oil Corporation
Attn: Darren D. Owen
Property Tax Division Manager
ExxonMobil Oil Corporation
P.O. Box 64106
Spring, Texas 77387-4106
Phone: (346) 467-9833
Facsimile: N/A
Email: darren.d.owen@exxonmobil.com

With a copy to:

Shane S. Smith
Senior Property Tax Agent
ExxonMobil Oil Corporation
P.O. Box 64106
Spring, Texas 77387-4106
Phone: (346) 474-9001
Facsimile: N/A
Email: shane.s.smith@exxonmobil.com

And:

Stephen A. Kuntz
Norton Rose Fulbright
1301 McKinney Street, Suite 5100
Houston, Texas 77010-3095
Phone: (713) 651-5241
Facsimile: (713) 651-5246
Email: stephen.kuntz@nortonrosefulbright.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.”

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 in the official Minutes of the meeting of October 26, 2023.

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.

5. **Electronic Delivery.** This Amendment No. 1 may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by email). The executing Party agrees to promptly deliver a complete, executed original or counterpart of this Amendment No. 1 to the other executing Parties. This Amendment No. 1 shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

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

APPROVED AND EFFECTIVE as of the 26th day of October, 2023.

EXXONMOBIL OIL CORPORATION

BEAUMONT INDEPENDENT SCHOOL DISTRICT

BY: Darren Owen
NAME Darren Owen
TITLE: Property Tax Division Manager

BY: Tillie Hickman
NAME Tillie Hickman
TITLE: Board President

DISTRICT ATTEST:

BY: Denise Wallace-Spooner
NAME Denise Wallace-Spooner
TITLE: Board Secretary