UNDERWOOD

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June 3, 2026

Jo Ann Reyes
Chapter 313 Team
Data Analysis and Transparency Division
Texas Comptroller of Public Accounts
P.O. Box 13528 Capitol Station
Austin, TX 78711

Via Email

Re: App. No. 1181 – Tahoka ISD – Tahoka Wind, LLC

Dear Jo Ann:

Enclosed please find a fully executed copy of 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, along with Amendment No. 1 to the Resolution and Findings of Fact.

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

Sincerely,

Fred A. Stormer

Encl.
42410

cc: Chief Appraiser, Lynn CAD — ***via email: chief@lynncad.org***
Brendan O'Neill, Regional Director — ***via email: BONEI@orsted.com***
Eric Jansen, Sr. Accounting Manager — ***via email:EJANS@orsted.com***
Brandon Westlake, Cummings Westlake — ***via email: bwestlake@cwlp.net***
Torrey Price, Superintendent, Tahoka ISD — ***via email: tprice@tahokaisd.org***

AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES BETWEEN TAHOKA INDEPENDENT SCHOOL DISTRICT AND TAHOKA WIND, LLC
(*Comptroller Application No. 1181*)

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 **TAHOKA 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 **TAHOKA WIND, LLC**, a limited liability company, Texas Taxpayer Identification Number *32061862382* ("**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 June 8, 2017, 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 June 8, 2017, by and between the District and Applicant (the "**Agreement**");

WHEREAS, pursuant to Section 10.2 of the Agreement, Applicant has requested to amend the Agreement to: (i) reduce the number of New Qualifying Jobs from six (6) to one (1) job; (ii) update the contact information for the District; and (iii) update the contact information for the Applicant.

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 Post Execution Amendment No. 1 and the request for this Amendment No. 1 on March 9, 2026, and the Comptroller issued its notice of amended completeness, certificate and agreement approval on April 13, 2026; and

WHEREAS, on May 27, 2026, 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, as that statute existed immediately before its expiration pursuant to Section 313.171(a), 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 Section 10.2 of the Agreement, the undersigned Parties intending to be legally bound, do hereby covenant and agree as follows:

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

a. **Reference to Jobs.** Any and all references in the Application, Agreement and Findings of Fact to the number of new qualified jobs are hereby amended and modified to reflect one (1) New Qualifying Job.

b. **Section 10.1.B.** Section 10.1.B of the Agreement is deleted in its entirety and replaced with the following:

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

To the District:	**With a copy to:**
Tahoka Independent School District	Underwood Law Firm, P.C.
Attn: Torrey Price, Superintendent (or the successor Superintendent)	Attn: Fred Stormer
2129 N. Main St.	P.O. Box 9158
Tahoka, TX 79373	Amarillo, TX 79105-9158
Phone #: (806) 561-4105	Phone #: (806) 379-0306
Fax #: (806) 561-4160	Fax #: (806) 379-0316
Email: tprice@tahokaisd.org	Email: fred.stormer@uwlaw.com

c. **Section 10.1.C.** Section 10.1.C of the Agreement is deleted in its entirety and replaced with the following:

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

To Applicant:	**With a copy to:**
Tahoka Wind, LLC	Tahoka Wind, LLC
c/o Brendan O'Neill, Regional Director, Asset Management	c/o Eric Jansen, Sr. Accounting Manager
Orsted Onshore North America, LLC	Orsted Onshore North America, LLC
812 San Antonio St., #500	399 Boylston St.
Austin, TX 78701	Boston, MA 02116
Phone #: (862) 293-2502	Phone #: (857) 330-0989
Email: BONEI@orsted.com	Email: EJANS@orsted.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 with the Findings of Fact in the official Minutes of the meeting of June 8, 2017.

3. **Fees and Expenses for Amendment**. Applicant shall pay District's legal fees to the District's attorneys, which includes any additional expenses associated with this Amendment No. 1, in an amount of $20,000.00. Such amount shall be paid to the District's legal counsel by applicant within 15 days of Applicant's receipt of the invoice from District's legal counsel for such fees and expenses without any further action required by or from District's counsel. Failure to pay such invoice shall constitute a material breach of the Agreement.

4. **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.

5. **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.

6. **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 Applicant have caused this Amendment No. 1 to be executed and delivered by their duly authorized representatives as of the Effective Date below.

[*signatures follow on next page*]

APPROVED AND EFFECTIVE as of the 27 day of May, 2026.

TAHOKA WIND, LLC

By:

NAME: Brendan O'Neill

TITLE: Regional Director, Asset Management

TAHOKA INDEPENDENT SCHOOL DISTRICT

BY: Carol Miller

NAME: Carol Miller

TITLE: Vice President

ATTEST:

BY: Lea Swinford

NAME: Lea Swinford

TITLE: Secretary