

AMENDMENT NO. 2
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN GLASSCOCK COUNTY INDEPENDENT SCHOOL DISTRICT AND
MCCRAE WIND ENERGY II, LLC
(Comptroller Application No. 1210)

This **AMENDMENT NO. 2 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this “**Amendment No. 2**”) is entered into by and between **GLASSCOCK COUNTY 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 **MCCRAE WIND ENERGY II, LLC**, Texas Taxpayer Identification Number 32064069456. 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 18, 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 December 18, 2017, by and between the District and Applicant (the “**Agreement**”);

WHEREAS, on or about December 12, 2018, pursuant to chapter 313 of the Texas Tax Code, the District passed, approved, and executed that certain Amended Agreement by and between the District and Applicant, which was then named Bearkat Wind Energy II LLC (the “**Amended Agreement**”);

WHEREAS, on March 13, 2026, pursuant to Section 10.2 of the Agreement, the Applicant submitted to the district this second amendment and requested the following: to change the definition of Applicant to McCrae Wind Energy II, LLC, to change the Texas Taxpayer ID to 32064069456, to update the Superintendent to Mallory Marr and to update the applicants Authorized Company Representative to Michael Current;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of the Amended Application and the request for this Amendment No. 2, and the Comptroller issued its notice of completeness, issued its amended certification, and approved the form of this Amendment No. 2 on March 26, 2026; and

WHEREAS, on April 15, 2026, the Board of Trustees determined that this Amendment No. 2 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. 2 and authorizes

Amendment to Agreement for Limitation on Appraised Value
Between Glasscock County ISD and McCrae Wind Energy II, LLC
December 18, 2017
Amended December 12, 2018
Amendment No. 2 on April 15, 2026
Page 1 of 4

*Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2020)*

the Board President and Secretary or in the event the Board President and Secretary are unavailable or have disclosed a conflict of interest, the Board of Trustees has authorized the Board Vice President, to execute and deliver such Agreement 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 agree to amend the Agreement as follows:

1. **Amendments.**

A. **Section 1.1** of the Agreement is hereby amended to replace the definition of “Applicant” and substitute the following:

“*Applicant*” means McCrae Wind Energy II, LLC, (*Texas Taxpayer ID # 32064069456*), the entities listed in the Preamble of this Amendment No.2 and that is listed as the Applicant on the Application as of the Amended Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

B. **Section 10.1(B)** of the Agreement is hereby deleted and replaced with the following:

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

Superintendent: Mallory Marr
Glasscock Independent School District
308 W. Chambers
Garden City, TX 79739
Phone: (432) 242-1022
Email: mmarr@gckats.net

C. **Section 10.1(C)** of the Agreement is hereby deleted and replaced with the following:

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

Michael Current
Chief Financial Officer
SkyVest Renewables
C/O Renewables F8 Employee Services
100 Brandywine Blvd., Suite 320
Newtown, PA 18940
Phone: (412) 525-4855
Email: mcurent@skyvest.com

2. **Effect.** Except as modified and amended by the terms of this Amendment No. 2, 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. 2 shall be deemed to constitute a single instrument or document and the Findings of Fact and this Amendment No. 2 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 2 and the Agreement or this Amendment No. 2 and the Findings of Fact; the terms of this Amendment No. 2 shall prevail. A copy of this Amendment No. 2 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's internet website. A copy of this Amendment No. 2 shall be recorded with the official Minutes of the meeting at which it has been approved on April 15, 2026.

3. **Binding on Successors and Assigns.** The Agreement, as amended by this Amendment No. 2, 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. 2 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. 2 to be executed and delivered by their duly authorized representatives on this 15th day of April 2026.

[Signatures on Next Page]

MCCRAE WIND ENERGY II, LLC

By: 
CHIEF FINANCIAL OFFICER

**GLASSCOCK COUNTY
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